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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF UPPER ARLINGTON
AND
CAPITAL CITY LODGE #9
FRATERNAL ORDER OF POLICE

Effective January 1, 2016
Through December 31, 2018

SERB Case No. 2015-MED

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ARTICLE 1
AGREEMENT

Section 1.1. Agreement. This Agreement is made between the City of Upper Arlington, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police, Capital City Lodge No. 9, hereinafter referred to as the "Lodge".

Section 1.2. Purpose. This Agreement is made for the purpose of promoting cooperation and harmonious relations among the City, the Lodge and the bargaining unit members (hereinafter referred to as "member" or "members") represented by the Lodge and to set forth the understandings and agreements between the parties governing wages, hours, terms, and conditions of employment for those members.

Section 1.3. Legal References.

A. This Agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Chapter 4117 of the Ohio Revised Code.

B. Should any part of this Agreement be held invalid or temporarily restrained, such invalidation or temporary restraint shall not invalidate or affect the application of the remaining portions hereof, or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties shall meet at mutually agreeable times within fourteen (14) days of receipt of this written request in an attempt to modify the invalidated provisions by good faith negotiations. The failure of the parties to agree upon a substitute for the invalidated provisions shall not affect the remainder of this Agreement, which shall remain in full force and effect during the term hereof.

Section 1.4. Past Practices.

A. The City agrees to continue all past practices as defined herein, for the duration of this Agreement, unless such past practice is revised, changed, or modified in accordance with Section 1.4B, or C. A past practice is defined as a policy, procedure, or practice, not otherwise referenced in this Agreement, which has been in effect on and after January 1, 2010.

B. A past practice as defined above would not apply to any policy procedure or practice that is revised, changed, or modified, with the input of the Labor Relations Committee, as necessitated through the National Accreditation process.

C. Should a dispute arise as to whether a past practice exists, as defined, the parties will first attempt to resolve the problem through the Labor Relations process. Upon request of either party, a meeting shall be held within fourteen (14) days to attempt to resolve such a dispute, unless the absence of any necessary individual requires that the meeting be scheduled at a later date. Any dispute regarding an alleged past practice not referenced in this Agreement is not subject to the Grievance Procedure contained in this Agreement, except for failure to address the issue through Labor Relations as contained in this Section.

Section 1.5. Enforceability of Agreement. The City asserts and believes that the provisions of this Agreement are enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of power. Should the Lodge or the City bring any legal action in any court regarding or concerning the terms of this Agreement or the enforcement of it or any of its terms, the Lodge or the City will not raise as a defense or in any way challenge in such action, nor authorize or approve the Lodge attorney nor the City Attorney raising as a defense or challenging in such action, the legal efficacy and enforceability of this Agreement as a whole.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The City recognizes the Lodge as the sole and exclusive representative for all employees included in the bargaining units described in Section 2.2 for the purposes of collective bargaining relating to wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Agreement.

Section 2.2. Bargaining Unit. There are two (2) bargaining units covered by this Agreement. The first bargaining unit consists of all full-time sworn members of the Police Division of the City of Upper Arlington who are below the rank of Sergeant. The second bargaining unit consists of all sworn full-time members of the Division who are the rank of Sergeant and above, excluding the position of Captain and Chief.

By agreeing to a unified contract for both units, neither the City or the Lodge waives its right to insist on separate bargaining for the two units in negotiating for a successor Agreement. Reference in this agreement to members shall refer to members of both bargaining units unless specified otherwise.

ARTICLE 3
LODGE SECURITY

Section 3.1. Dues Deduction and Fair Share Fee.

A. Pursuant to Section 4117.09(B)(2) of the Ohio Revised Code, the City agrees to deduct Lodge membership dues, initiation fees, and assessments, in the amount certified by the Lodge to the City. The deductions will be made the first pay period of each month from the pay of any Lodge bargaining unit member, upon presentation to the appropriate payroll clerk of a written payroll deduction form signed by the member authorizing the deduction by the Lodge member. The City shall transmit such dues deduction to the Lodge Financial Secretary on a monthly basis. The City shall be relieved from making individual dues deduction payments to the Lodge when a member: (1) resigns or is separated from City employment; (2) is laid off from City employment; (3) provides written revocation of dues deduction authorization to both the City and the Lodge; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due, or (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Lodge dues, provided that the member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

B. Upon the Lodge's request, and subject to the City's approval, the City shall provide the Lodge with additional payroll deduction(s) for the purpose of the Lodge providing voluntary benefits to Lodge members.

C. Each bargaining unit member who is not a member of the Lodge and who has completed sixty (60) days of employment shall pay a fair share fee by mandatory payroll deduction in accordance with the specifications of Section 4117.09(C) of the Ohio Revised Code and other applicable law. Such fair share payments shall be deducted by the City from the earnings of such non-Lodge member the first pay period of each month, and paid to the Lodge in accordance with this Article. The Financial Secretary of the Lodge shall certify to the City the amount which constitutes said fair share which shall not exceed the dues and financial obligations uniformly required by members of the Lodge.

D. Except as provided in paragraphs (A) and (B) in this Section, the Lodge agrees that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Agreement regarding the deduction of Lodge dues. Once the City remits dues deduction to the Lodge each month, their disposition thereafter shall be the exclusive responsibility of the Lodge.

E. The Lodge hereby agrees that it will indemnify and hold the City and its agents harmless from any claims, actions or proceedings including the defense thereof, by an employee arising out of any deductions made by the City pursuant to paragraph (C) of this Section where such indemnification is permitted by law. This indemnification shall not include payment for the City's legal representation. However, if requested, the Lodge shall provide its legal counsel at no cost to the City and/or its agents to defend the City and/or its agents in any such claim, action, or proceeding.

F. The provisions of this Section are not subject to the grievance procedure set forth in Article 6 of this Agreement.

Section 3.2. Bulletin Boards. The Lodge shall be permitted to maintain a Lodge bulletin board in the Police Division's Squad Room and at any satellite facility.

Section 3.3. Ballot Boxes. The Lodge shall be permitted, with the prior notification to the Police Chief, to place ballot boxes at Police Headquarters for the purpose of collecting members' ballots on all Lodge issues subjected to ballots. Such boxes shall be the property of the Lodge and neither the ballot boxes nor the ballots shall be subjected to the City's review.

Section 3.4. Use of Intra-Division Mail and E-Mail System. The Lodge shall be permitted reasonable use of the intra-Divisional mail system and e-mail system for the direct distribution of information pertaining to collective bargaining, contract administration and other similar business germane to the Lodge's role as exclusive representative except that any materials relating to partisan political activity are excluded. The Lodge shall observe the requirements of this provision and established Divisional procedures for the distribution of all such material. The Lodge's use of the Intra-Divisional mail system shall not be subject to the City's review. Any use of the Divisional e-mail system by the Lodge is subject to the City's IT policy as in effect or as amended during the term of this Agreement. There is no expectation of privacy attached to the Lodge's use of the e-mail system.

Section 3.5. Lodge Business. The Lodge President, or designees, shall be permitted to transact official Lodge business at Divisional work sites at reasonable times, provided that normal Divisional operations shall not thereby be interfered with or interrupted. The Chief of Police, or in his or her absence, the command officer on duty, shall be notified reasonably in advance of such visitation.

Section 3.6. Lodge Release Time. The City shall not unreasonably deny vacation leave, holiday leave, or personal leave to any member who is a duly elected or selected delegate or alternate to the State or National Conventions of the Fraternal Order of Police to attend such functions, provided that the City shall not incur any additional cost arising out of granting that leave (for example, but not limited to, overtime for a replacement due to the absence of the member, mileage, lodging, meals, registration fees, etc.).

ARTICLE 4
NONDISCRIMINATION

Section 4.1. Joint Pledge. Neither the City nor the Lodge shall unlawfully discriminate against any member on the basis of age, sex, race, color, creed, religion, ancestry, national origin, disability, sexual orientation, military status, or application for participation in the Ohio Workers' Compensation Program. No member shall be discriminated against because of marital status or political affiliations; however, the assignment of spouses to different shifts or an action taken to avoid an unlawful conflict of interest shall not constitute a violation of this Section.

Section 4.2. City Pledge. The City agrees not to interfere with the rights of bargaining unit members to become members of the Lodge. The City shall not discriminate, interfere with, or coerce any member because of Lodge membership or because of his or her activities as an officer or other representative of the Lodge.

Section 4.3. Lodge Pledge. The Lodge agrees not to interfere with the rights of a member to refrain from or resign from membership in the Lodge. The Lodge shall not discriminate, interfere with, restrain, or coerce any member for exercising the right to abstain from membership in the Lodge.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. Management Rights. The City retains the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. The City specifically retains the rights and responsibilities set forth in Section 4117.08(C) of the Ohio Revised Code to:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of government operations;

D. Determine the overall methods, process, means, or personnel by which government operations are to be conducted;

E. Suspend, discipline, demote, discharge for just cause, layoff, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of the City government;

H. Effectively manage the work force; and

I. Take action to carry out the mission of the public employer as a governmental unit.

Section 5.2. Limitations. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. The City is not required to bargain with the Lodge during the term of this Agreement on subjects reserved to its management and direction, except as it affects wages, hours, terms and conditions of employment and the continuation, modification or deletion of a provision of this Agreement. A member or the Lodge may raise a legitimate complaint or file a grievance based upon a violation of this Agreement.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1. Grievance Defined.

A. A grievance is any unresolved question or dispute regarding the wages, hours, terms or conditions of employment of members, as these unresolved questions or disputes concern the application and interpretation of this Agreement.

B. "Grievance" shall not include the challenge of a discharge, reduction in rank or suspension. The sole disciplinary action which may be subjected to the Grievance process is an oral or written reprimand.

C. Appeal of suspension, reductions in rank, and/or compensation, or removal actions are provided for in either Section 6.3, when appealed directly to the Civil Service Commission, or Section 7.3, when appealed directly to arbitration.

Section 6.2. Qualifications.

A. A grievance may be filed by a member or members, or by the Lodge as exclusive representative, to enforce its rights under the Agreement or on behalf of a member or members who are affected by the act or condition, giving rise to the grievance.

B. The Lodge shall not process a grievance on behalf of any member without the member's knowledge and consent. A member has the right to present a grievance and have it

adjusted, without intervention of the Lodge, as long as the adjustment is consistent with the terms of this Agreement and as long as the Lodge is present at the adjustment.

Section 6.3. Jurisdiction.

A. Nothing in this grievance procedure shall deny a member, group of members, or the Lodge any rights available at law to achieve redress of legal rights before a forum (court or agency) independent of this Agreement. However, to the extent an election of remedies is not prohibited by law, once an election is made to pursue a matter before a forum independent of this Agreement, and said forum either takes jurisdiction over said matter or dismisses the appeal or claim filed therein for lack of jurisdiction due to an untimely filing, a member, group or members, or the Lodge is thereinafter precluded from seeking a remedy under this grievance procedure.

B. If jurisdiction by the elected forum is denied for any other reason except timeliness, the matter may be thereupon presented as a grievance if it meets the grievance definition and is filed within seven (7) working days of the denial of jurisdiction. Workers' Compensation claims and unemployment compensation claims are not subject to processing under this grievance procedure.

Section 6.4. Establishment of Grievance Chair. The Lodge shall designate one (1) Grievance Chair and one (1) alternate for each bargaining unit. The Lodge shall notify the Chief, in writing, of the names of the Grievance Chair for each unit and alternate within thirty (30) days of appointment. The Grievance Chair for each unit and alternate shall be members of the Police Division and of the Lodge.

Section 6.5. Duties of Grievance Chair. The authorized functions of the Grievance Chair and named alternate who shall serve as Grievance Chair in the absence or unavailability of the Grievance Chair, shall include the following:

A. Representing the member in investigating and processing grievances beginning at Step One of this procedure.

B. General coordination of grievances.

C. Act as liaison between the City and the Lodge members on matters concerning grievances and this Agreement.

D. Assist the Lodge officials and the City on matters concerning this Agreement, including appropriate attendance at meetings mutually scheduled by the City and the Lodge.

The Grievance Chair or named alternate shall be released from normal duty hours, upon approval of his or her supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his or her grievance or have it heard. The Grievance Chair and named alternate shall be allowed sufficient time during scheduled working hours to perform the aforementioned duties and also leave without loss of pay for up to eight (8) hours to attend one (1) annual training session conducted by the Lodge, provided the leave will not incur any additional cost to the City.

The Grievance Chair and alternate will be required to drop or forego any of the activities allowed by this Section for the purpose of assisting in emergency police work. None of the duties of the Chair or alternate herein described may be conducted on City paid overtime hours.

Section 6.6. Release for Grievants. With a superior's approval, a grievant shall be released from regular duties with pay for attendance at a scheduled grievance meeting and to meet with his or her Grievance Chair for necessary grievance preparation. Grievants shall be required to drop or forego any of the activities allowed by this Section for the purpose of assisting in emergency police work or maintaining minimum manpower standards. The City shall not incur any overtime expense as a result of this provision.

Section 6.7. Grievance Procedure. It is the mutual desire of the City and Lodge to provide for prompt adjustment of Grievances. Every responsible effort shall be made by the City and the Lodge to affect the resolution of grievances at the earliest possible step. In furtherance of this objective, the following procedures shall be followed:

A. Step 1 — Informal.

A member will first attempt to resolve an individual grievance informally with his or her immediate supervisor. Such attempt at informal resolution shall be made by the grievant within seven (7) of the member's working days after the events occurred, or, in the exercise of due diligence, where first known by the Grievant.

Grievances brought to the attention of the immediate supervisor in each case (except for automatic time extension as hereinafter described in Section 6.8) beyond the seven (7) working day time limit shall not be considered.

The immediate supervisor will respond informally within seven (7) of his or her work days. At this step, upon request of the grievant, the Grievance Chair may represent the grievant and be present at the informal meeting. Before a grievance is placed in writing pursuant to Step 2, such grievance shall be reviewed by the Grievance Chair or appropriate alternate.

B. Step 2 — Police Chief.

1. If the grievance is not resolved in Step 1 and the grievant wishes to proceed to Step 2, he or she shall present the written grievance form, the Supervisor's informal response, and any other pertinent documents, to the Chief within seven (7) of the grievant's working days from the receipt of the Step 1 response from the supervisor. The Chief shall date the grievance form, accurately showing the date the Chief's office received the form, and investigate the grievance.

2. Within ten (10) working days of his or her receipt of the grievance form, the Chief shall schedule and conduct a meeting to discuss the grievance with the Grievance Chair. The Chief may reconvene this meeting if he or she needs additional information or documentation regarding the grievance.

3. The Grievance Chair may bring to the meeting the grievant, and such others that are directly involved in the grievance or grievance procedure. The City shall not

incur any overtime expense as a result of this provision. A Lodge Representative may also attend this meeting.

4. Within ten (10) working days from the date of the final meeting, the Chief shall submit to the grievant and the Grievance Chair a written response to the grievance.

A Lodge grievance may be presented in writing by the Grievance Chair or alternate to the Chief. Said grievance should be filed within seven (7) calendar days after the grievance is made known to the Grievance Chair or his or her alternate.

C. Step 3 — City Manager.

1. If the grievance is not resolved in Step 2 and the grievant wishes to proceed to Step 3 he or she shall, present the written grievance to the City Manager or designee within seven (7) of the grievant's working days from the receipt of the Step 2 response and request the grievance to be heard before the City Manager.

2. Within fourteen (14) calendar days of receipt of the request, the City Manager shall schedule and conduct a meeting to discuss the grievance with the Chief, the Grievance Chair, and/or Lodge Representative and the grievant. Within seven (7) days of the meeting of this Step, the City Manager shall give a written decision to the Chief, the grievant and the Grievance Chair. If, at any step, the Grievance is granted, it shall be immediately implemented by the City, in a manner mutually acceptable to the parties.

D. Step 4 — Binding Arbitration.

1. If a grievance is not satisfactorily resolved at Step 3 the Lodge President may submit a request to arbitrate the grievance to the City Manager within fourteen (14) calendar days following the date of the response outlined in Step 3. Failure to request arbitration in a timely manner shall render the grievance withdrawn.

2. A request to arbitrate a grievance involving a removal action against a member shall be submitted to a single arbitrator. The single arbitrator shall be selected as follows. The City Manager, or designee, and the Lodge President, or designee, each shall request the Federal Mediation and Conciliation Service to submit a list of nine (9) arbitrators (with offices in Ohio) from which the City and Lodge shall select one (1) by mutual agreement. If an agreement cannot be reached as to one (1) mutually acceptable arbitrator from the list, an arbitrator will then be selected by the parties alternately striking names and selecting the final remaining name as arbitrator.

3. A request to arbitrate a grievance involving any matter other than a removal action shall be submitted to an arbitration panel. The arbitration panel shall be selected as follows. The City Manager, or designee, and the Lodge President, or designee, each shall choose one (1) member of the arbitration panel. The panel shall be composed of the two (2) chosen members, who are residents of Upper Arlington and possess knowledge of labor relations, and one (1) member chosen

by the two (2) panel members who is a qualified arbitrator and who shall be Chair of the panel. In the event these panel members cannot reach agreement as to the panel Chair, by joint letter the parties shall request the Federal Mediation and Conciliation Service to submit a list of nine (9) arbitrators with offices in Ohio from which the City and Lodge shall select one (1) by mutual agreement. If an agreement cannot be reached as to one (1) mutually acceptable arbitrator from the list, an arbitrator will then be selected by the two (2) panel members alternately striking names and selecting the final remaining name as panel Chair. No panel member shall be an employee, official or member of any board or commission of the City, a member or representative of the Lodge, or a member of the immediate family or household of any such persons. The parties shall establish a mutually agreeable date and time for the hearing.

4. The Panel or Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Panel or Arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration, and shall have no authority to make a decision on any other issues not so submitted. The question of arbitrability of a grievance may be first raised by either party before the Arbitration Panel or Arbitrator, on the grounds that the matter is non-arbitrable or beyond the jurisdiction of the Panel or Arbitrator.

5. The Panel or Arbitrator shall submit in writing an arbitration decision to the City Manager and the Lodge President, or their designees, within thirty (30) days following the close of the hearing, unless the parties agree to an extension thereof.

6. A majority or unanimous vote of the Panel decides the grievance. The arbitration decision shall be final and binding, subject only to appeal under Chapter 2711 of the Ohio Revised Code. The Panel or Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

7. Both the Lodge and the City shall share equally in the cost of the arbitration proceedings. Each party shall be responsible for compensating its own panel members and its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

8. Member witnesses shall be allowed release time with pay for the purpose of giving testimony if the arbitration hearing is held during work time and advance notice has been given to the City's representative. Member witnesses may be required to forego testifying for the purpose of assisting in emergency police work.

Section 6.8. Time Limits. It is the City's and the Lodge's intention that all time limits in Section 6.7 shall be met. To the end of encouraging thoughtful response at each Step, the Lodge's and City's designated representatives may mutually agree, at any Step, to short time extensions for any action to be taken thereunder, but any such agreement must be in writing. In the absence of such mutual extensions, the grievant may, at Step 1 where a response is not forthcoming within

the specified time limits, advance the grievance to the next Step. If no response has been made at Step 2, or 3, within the specified time limits and no mutual extension has been agreed to, the grievant may presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. Extensions shall not be unreasonably withheld. Any step in the Grievance Procedure may be skipped on any grievances by mutual consent. A grievance may be processed through the chain of command whose actions gave rise to the grievance, if different than that of the grievant's chain of command.

Section 6.9. Representatives in Meetings. In each Step of the grievance procedure outlined in Section 6.7, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood that, in the interest of resolving grievances at the earliest possible Step of the grievance procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend.

Section 6.10. Grievance Form. The grievant shall use a written grievance form, as agreed to by the City and the Lodge, which shall provide the following information:

A. Grievant's name and signature;

B. Date, time, and location of grievance;

C. Description of incident giving rise to the grievance.

D. Article or Section of the Agreement alleged to be violated;

E. Date grievance was first discussed and with whom discussed;

F. Name of supervisor with whom grievance was first discussed;

G. Date grievance was filed in writing;

H. Desired remedy to address or resolve grievance; and

I. A number which the Lodge assigns to each grievance (e.g., 2004 —).

Section 6.11. Working Days. For the purpose of counting time, "working days," as used in this Article, will not include scheduled days off, approved leaves, or holidays.

ARTICLE 7
CORRECTIVE ACTION AND RECORDS

Section 7.1. Just Cause for Discipline.

A. A member who has completed his or her initial or extended initial probationary period shall be disciplined only for just cause. During the initial or extended probationary

period, a member may be removed without a showing of cause and shall have no recourse to the grievance procedure under this Agreement to challenge such a removal.

B. The initial probationary period shall be defined as one year from the date of a member's employment as a Police Officer, provided that this period shall be one year after completion of the Basic Peace Officer Training Academy for members hired without State Peace Officer Training Certification.

Should the City remove a member during his or her initial probationary period, such action must be taken by the City Manager, upon recommendation of the Chief, prior to the conclusion of the initial probationary period. In making any such recommendation, the Chief shall take into consideration recommendations and/or written evaluations submitted by the probationary officer's supervisors, and shall use such as the basis for the recommendation.

Where the Chief believes that a member, who would otherwise be subject to removal at the conclusion of his or her initial probationary period, would benefit from an extended initial probationary period, the Chief may authorize an extension of the initial probationary period for no more than a maximum of six (6) months. During the extended initial probationary period, a member shall be subject to removal without cause and shall not have recourse to the grievance procedure under the Agreement to challenge any such removal. The Chief's decision to afford or not afford a member an extended probationary period shall not be a grievable matter under the grievance procedure of this Agreement.

C. The City will ordinarily use the following system of progressive discipline for the same or related offenses: oral reprimand, followed by written reprimand, followed by suspension, followed by reduction in compensation or rank or by removal. The City may determine to deviate from this progression for any serious job related misconduct or any criminal misconduct of such a nature that would reasonably warrant more severe disciplinary action.

D. In all instances of discipline, the City shall only impose a disciplinary penalty, commensurate with the offense, which, where practicable, may assist the member in correcting whatever action or behavior is deemed inappropriate. Nothing herein precludes the City from utilizing positive steps, including counseling and/or training, to correct a member's inappropriate action or behavior.

E. Progressive discipline shall take into account the nature of the violation, a member's record of discipline, if any, and the member's record of conduct and work performance.

Section 7.2. Disciplinary Hearings.

A. Upon completion of an investigation, the Chief will review the investigation to determine if the allegations will proceed to a Chief's hearing. A Chief's hearing will be scheduled by providing written notice to the affected member pursuant to section 7.2(B)(1) of this Article, but no Chief's hearing is necessary for an oral or written reprimand. The Chief's hearing will be conducted in accordance with section 7.2(B)(2) of this Article. The member may waive an opportunity for a Chief's hearing. After the Chief's hearing, or

upon the member's waiver of the Chief's hearing, the Chief shall issue a decision to the member as to disposition, which may include dismissal of the allegations, the issuance of an oral or written reprimand, or a recommendation for suspension, reduction in rank or compensation or removal. Any recommendation for suspension, demotion or removal shall also be forwarded to the City Manager unless such a recommendation is accepted by the member. If so accepted, the matter shall be concluded. If the Chief's recommendation is a suspension of five (5) days or less, the Chief may offer an affected member the opportunity to forfeit a like number of days of paid leave (other than sick or injury leave) in lieu of serving the suspension. If the member accepts this opportunity, the leave forfeiture shall be recorded as a suspension, but the affected member shall not serve any suspension.

B. Pending any disciplinary hearing by the City Manager, the member shall continue regular employment unless the Chief of Police places the member on administrative leave with pay or suspends the member for a maximum of five (5) working days pending the City Manager's hearing. No suspension shall be imposed by the Chief under this paragraph unless the following conditions are met:

1. The member has been given a written notice which contains the following information: a) the specific allegations made against the member; b) an explanation of the evidence; and c) written notice of the date and time of a hearing before the Chief;

2. At the Chief's hearing, the member shall be given a reasonable opportunity to respond to the allegations either verbally or in writing. The member may be represented by a Lodge representative or Lodge attorney;

3. The Chief has conducted the hearing, or the member has either waived an opportunity for the hearing or failed to appear at the hearing, and the Chief thereafter recommended that the member be removed and has issued a written suspension order wherein the member is advised of the removal recommendation and suspension and the Chief's reasons therefore; and

4. The suspension is taken because the Chief finds that urgent reasons necessitate the member's absence from work in any capacity.

C. Prior to any suspension other than a Chief's suspension under paragraph (B) of this Section, reduction in rank or compensation, or removal, a member shall be given a hearing before the City Manager. At least five (5) days in advance of the hearing, the Chief of Police will give the member: 1) written notice of the date and time of the City Manager's hearing; 2) written explanation of the reasons for the proposed disciplinary action; and 3) written explanation of the evidence which supports the proposed disciplinary action. A member may waive the hearing in writing. At the hearing the member shall have the right to be represented by a Lodge representative or Lodge Attorney, to present evidence on his or her behalf and to question adverse witnesses. The City shall record the hearing and provide, upon request, a copy of the recording to the member or his or her Lodge Representative or Lodge Attorney, unless a member and the City mutually agree that a recording is unnecessary.

D. If a suspension is imposed under paragraph (B) of this Section, a City Manager's hearing shall be held within five (5) days of the notice to the member of said hearing. Any suspension without pay imposed under paragraph (B) of this Section shall not be extended beyond five (5) days unless an extension of time of the City Manager's hearing is requested solely by the member. In any other event, the suspension without pay shall terminate not later than five (5) days after its issuance and the member shall thereupon be placed on administrative leave with pay pending the City Manager's hearing and decision.

E Reasonably in advance of the Chief's hearing, the member and the Lodge Attorney or representative shall be provided access to the internal investigation file and/or documents in the possession of the City which are relevant to the charges. An attorney's work product is not subject to this discovery provision.

Section 7.3. Appeal. Suspensions, reductions in rank or compensation and removals may be either appealed directly to arbitration, with the approval of the Lodge President, in accordance with Section 6.7 (E), or appealed to the Civil Services Commission in accordance with Section 6.3. Oral or written reprimands may be appealed through the grievance procedure in this Agreement.

Section 7.4. Records.

A. Coverage. The provisions in this Section shall apply to the official personnel file maintained by the City for each member in the Human Resources Department. Only one official file shall be maintained which shall contain records of formal disciplinary action. These provisions do not apply to Internal Affairs files.

B. Inspection and Complaints.

1. Records of formal disciplinary action shall be maintained in the member's personnel file. Any member or authorized representative shall have the right to inspect his or her personnel file. A member may obtain copies of materials in his or her file. The City may establish a reasonable copying charge for such material.

a. Upon written request of the member, an oral reprimand shall be removed from the member's personnel file after one (1) year from the date of the incident for which the oral reprimand is imposed, unless the investigation of the incident is delayed due to circumstances beyond the control of the Division. In such an instance, the oral reprimand shall be removed after one (1) year from the date of issuance.

b. Upon written request of the member, a written reprimand shall be removed from the member's personnel file after two (2) years from the date of the incident for which the written reprimand is imposed.

c. Upon the written request of the member, a suspension shall be removed from the member's personnel file after four (4) years from the date of the incident for which the suspension is imposed.

d. Should corrective action be taken for a same or similar offense within a retention period specified in paragraph 7.4(B)(1)(a) through 7.4(B)(1)(c), the City may retain the record of the existing corrective action in the member's personnel file for a like period of time.

Furthermore, the Chief of Police or City Manager may determine that it is necessary to retain a record of corrective action for a like period of time based upon the nature of the offense and the member's overall work record.

e. Where the time limits in paragraph 7.4(B)(1)(a) through 7.4(B)(1)(d) are reached or when a disciplinary record is removed from a member's personnel file, the discipline shall have no further force and effect and may not be used in any fashion to adversely affect the member.

f. Reductions in compensation or rank and removals shall be removed from the member's personnel file only if such action is subsequently disaffirmed.

g. Records which have been approved for removal from a member's personnel file shall be placed in an archival file pending destruction of the record in accordance with the schedules approved by the City's Records Commission.

2. A member may dispute any information in his or her personnel file by placing a letter in his or her personnel file setting forth the basis of the objection. Any complaint concerning the accuracy, timeliness, relevance or completeness of information in a member's file may be grieved, but shall not be subject to arbitration.

C. Restriction of Access to Records. City supervisory and administrative personnel, City legal counsel, and their authorized clerical personnel shall have access to personnel files only when necessary in the performance of their official duties. The Civil Service Commission, an arbitrator, and courts of competent jurisdiction which have subpoenaed them shall also have access to personnel files.

Except as required by Section 149.43 of the Ohio Revised Code, no material shall be released from personnel files to persons other than authorized Division or City Administration personnel except the member's name, position, place of employment, dates of employment, rank, and pay range. No material shall be released under Section 149.43 of the Ohio Revised Code without reasonable advance notice to the member, or where the member is unavailable, to the on-duty supervisor who shall attempt to contact the member.

D. Entry of Performance Evaluation in File. A member shall sign a completed performance evaluation before it is placed in his or her personnel file. The member's signature shall only acknowledge that he has read the evaluation. This provision shall not make evaluations a negotiable subject.

E. Use of Records. If a personnel action is based in whole or in part on written personnel records, only material contained in the official personnel file shall be considered.

F. Placement of Material in Personnel File. A member shall be provided, at no cost, a copy of any document or material placed in his or her personnel file at the time of placement therein, unless the document or material originates from the member.

ARTICLE 8
WORK RULES AND REGULATIONS

Section 8.1. Work Rules and Directives. The City retains the right to create, modify or delete written Divisional General Orders, including but not limited to all written rules and regulations and written work directives, except where such regulations and directives conflict with this Agreement. The City shall provide members with a copy of any change in the divisional general orders and any other existing written rules, regulations or directives at the time of issuance and prior to their effective date.

ARTICLE 9
LABOR RELATIONS MEETINGS

Section 9.1. Purpose. The parties recognize that certain subjects may be of concern either to the Lodge or the City, even though such topics are not appropriate subjects of collective bargaining or are not resolvable through the grievance procedure or the Municipal Civil Service Commission. Therefore, a Labor Relations Committee is established for the purposes of full discussion, exploration and study of subjects referred to it by the Lodge and the City.

Section 9.2. Labor Relations Committee. The Labor Relations Committee shall consist of the Police Chief or designee, and one (1) supervisory member and two (2) non-supervisory members designated by the Lodge President. Labor Relations Committee meetings shall be scheduled at least quarterly by the Police Chief or designee, at reasonable, mutually convenient times, and shall be closed to the public. Persons who are specialists in the subject matter under discussion may be brought into Labor Relations Committee meetings by mutual agreement. It is not the intent of the parties that the Labor Relations Committee meetings be used to bypass the normal chain of command. The members are expected to attempt to work out matters with the lower level supervisors before raising them at Labor Relations Committee meetings.

Section 9.3. Agenda. At least three (3) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda. There shall be no publication of committee agenda or release of the information concerning the Labor Relations Committee's deliberations or recommendations without the advance approval of the Chief of Police, or designee, and the Lodge Committee Chair, or designee.

Section 9.4. Authority. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add to or delete from the provisions of this Agreement. However, the Committee may recommend such changes to both the City Manager and Lodge President for their consideration.

ARTICLE 10
LAYOFFS AND RECALL

Section 10.1. Layoffs and Recall. Layoffs, job abolishment and recalls of members shall comply with the procedures and requirements of Section 124.37 of the Ohio Revised Code. Any appeal from a layoff or job abolishment shall be taken solely to the Municipal Civil Service Commission, and is not a grievable matter under the grievance procedure of this Agreement.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.1. Safe Equipment. The City will furnish and maintain in the best possible working conditions, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. A member is responsible for reporting unsafe conditions or practices to his or her immediate supervisor, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

Section 11.2. Agreement Copies. As soon as is possible following the signing of this Agreement, the City and the Lodge shall have printed seventy-five (75) copies of this Agreement. Ten (10) copies shall be provided to the City and the remainder shall be provided to the Lodge. Actual cost of printing this Agreement, and any future printing beyond the initial seventy-five (75) copies in an amount the parties may later agree is necessary, shall be shared equally by the City and the Lodge. The Lodge shall be responsible for distributing copies to members including copies to any new members who are hired during the life of this Agreement.

Section 11.3. Lodge Officials Roster. The Lodge shall provide to the City an official roster of its members who are or become Lodge officers and representatives within thirty (30) days of the effective date of this Agreement and within thirty (30) days of any change, the roster will identify the Lodge office held by each member.

Section 11.4. No Strike/No Lockout. Neither the Lodge nor any member shall at any time engage in, call, authorize or ratify any strike, as defined in Section 4117.01(H) of the Ohio Revised Code. No member shall refuse to cross any picket line of any City employee union, or group of City employees when such action would prevent or impede the performance of the member's duties as a law enforcement officer. The City shall not at any time engage in a lockout.

Section 11.5. Filling of Job Assignments.

A. For purposes of this Section, a "vacancy" shall be defined as an opening in a permanent, full-time position within a specified bargaining unit covered by this Agreement, which the City intends to fill, but which does not involve a change of rank.

B. Whenever a vacancy occurs for a full-time assignment, the Division shall post the job assignment opening for fifteen (15) days and shall allow any interested member within the same rank who meets the necessary qualifications to apply within this period of time. Such applications shall receive consideration for the posted assignment. If an additional vacancy occurs within six (6) months after a job has originally been posted, the job assignment may be filled from the original list of applicants.

ARTICLE 12
EMPLOYEE ASSISTANCE PROGRAM

Section 12.1. Employee Assistance Program. The City and the Lodge agree that the employee assistance program shall be continued for the duration of this Agreement. The City shall maintain administrative control of the program and shall have the authority to determine the provider of the program.

ARTICLE 13
POLITICAL ACTIVITY

Section 13.1. Political Activity. In addition to other rights:

A. A member may participate in the Lodge's political screening committee. Such participation may be directed towards the endorsement and support of partisan political candidates solely on behalf of the Lodge, provided that the member undertakes such participation while off-duty, while not in identifiable uniform, and does not represent that his or her participation is either undertaken in his or her official capacity as an employee of the City, or is sanctioned by the City.

B. A member may participate in partisan political activity outside the City (unrelated to the City), provided that the member undertakes such participation while off-duty, while not in identifiable uniform, and does not represent that his or her participation is either undertaken in his or her official capacity as an employee of the City, or is sanctioned by the City.

C. A member is permitted in the City of Upper Arlington to participate in partisan political activity, to express freely his or her personal political opinions and to exercise his or her right to vote in political elections, except that a member shall not:

1 Be required to contribute to any political candidate, party or activity;

2. Be required to sign nominating petitions, campaign for, endorse or otherwise participate in political campaigns for any elected position within the City;

3. Become actively involved in the management of any political campaign for any elected position within the City, except as would be applicable under Section 13.1 (A). Any political participation by a member within the City shall be undertaken while off-duty, while not in identifiable uniform, and without any representation that such activity is either undertaken in his or her official capacity as an employee of the City, or sanctioned by the City.

ARTICLE 14
INTERNAL REVIEW PROCEDURES

Section 14.1. Recognition. The parties recognize that the City has the right to expect that professional standards of conduct will be adhered to by all members.

Since internal investigations may be undertaken to inquire into complaints of misconduct by members, the City reserves the right to conduct such investigations to uncover the facts while protecting the rights and dignity of accused members. In the course of any internal investigation, all investigative methods employed shall be consistent with applicable laws.

Section 14.2. Scope. This Article is designated to address the procedures used for internal investigations of members. Internal investigations shall be conducted by the assigned company/bureau supervisor or the Internal Affairs officer, depending upon the nature of the complaint/allegation.

Section 14.3. Complaints. In order for a complaint from a known source to be investigated under this Section, the complaint must be in writing, signed and dated by the complaining party or the complaining party's attorney, parent, or legal guardian prior to the investigation. In order for a non-criminal complaint to be considered as a possible grounds for discipline, the complaint must be filed in writing within forty-five (45) calendar days after the alleged event occurred. A complaint that could be considered criminal in nature or a violation of the City's EEO policy shall be investigated, either criminally or administratively, or both, at all times and if the complaint is founded be grounds for discipline.

When a complaint not in writing is made to the Police Division, the personnel taking the complaint will record the complaint on a precomplaint form maintained in the Police Division. The material recorded will be the date and time the complaint is made, the name and address of the complainant, the details of the complaint or a summary sufficient to adequately describe the complaint, and an indication that the personnel informed the complainant of the proper procedure to file a formal complaint which would cause the matter to be investigated. Where possible, the Division shall mail a copy of the complaint procedure to the complainant along with a notice jointly developed by the Lodge and the City. A complaint not in writing that could be considered criminal in nature or a violation of the City's EEO policy shall be investigated, either criminally or administratively or both, at all times and, if the complaint is founded, be grounds for discipline.

When an anonymous complaint is made and there is no corroborative evidence of any kind obtained at or within a reasonable period of time after the complaint is made, the complaint shall be classified as unfounded and the accused member shall not be required to submit a written report regarding the allegation, but shall be informed of the anonymous complaint and the outcome of any investigation related thereto. This does not preclude constructive discussion between the member and his or her supervisor.

Section 14.4. Polygraph Examination or Voice Stress Analysis. No member may be given a polygraph examination or voice stress analysis without his or her written consent. The fact that a member refuses to take a polygraph or submit to voice stress analysis will not be introduced into evidence in any administrative hearing. A polygraph examination or voice stress analysis will be given only if a member is the primary focus of an investigation, a known witness to an incident, or if the member makes a written request directly to the Chief of Police that such an examination be given. Provided that the member consents to a polygraph examination, or voice stress analysis, the Chief must give his or her advance written approval for a polygraph examination or voice stress analysis.

Polygraph examinations, if administered, shall be given by an examiner certified by a school accredited by the American Polygraph Association. The examiner shall be determined by the Chief of Police, shall be from an outside agency, and shall have no interest in the proceedings. The results of the polygraph examination cannot be used in any subsequent administrative action without agreement by the City and the member as to such use unless the City can produce additional evidence to corroborate the allegations. The polygraph examination shall be administered, and the results thereof used in conjunction with current applicable law.

Section 14.5. Conduct of Internal Investigations.

A. Prior to any internal investigation questioning, a member shall be informed, to the extent known at the time, of the nature of the investigation, administrative or criminal, and shall be provided a copy of any citizen complaint or a written summary of the basic facts of any complaint made against the member. At the member or Lodge representative's request, the member will be provided all documents and materials related to and compiled as part of the investigation prior to the interview. Members will only be entitled to documents and materials that are subject to disclosure under Ohio public records law. The member will be provided these materials at no cost at least 48 hours prior to the interview. If the complaint is criminal in nature, or if the investigator reasonably believes that criminal charges are contemplated, the member shall be informed of his or her constitutional rights in accordance with the law, in advance of any questioning.

B. Any internal investigation questioning of a member as a witness in, or as a focus of, the investigation, shall be conducted at hours reasonably related to his or her shift, preferably during the member's working hours. Such sessions shall be for reasonable periods of time with sufficient allowances made during the questioning for a member's attendance to physical necessities. The member shall be permitted to attempt to obtain representation from the Lodge. The Lodge representative or attorney shall be permitted to be present during questioning at the member's request, and shall be afforded a reasonable opportunity to consult with the member during the questioning. The questioning shall not be delayed an unreasonable period of time awaiting the arrival of the Lodge representative or attorney.

C. Before the member may be charged with insubordination for refusing to answer questions or participate in any investigation, he or she shall be advised that such conduct, if continued, may be the basis for such a charge.

A member who refuses to answer questions or participate in any investigation shall not be charged with insubordination when such refusal is based on an exercise of his or her constitutional rights when criminal charges are contemplated.

D. Any statement or evidence obtained in the course of questioning through the use of administrative pressures, threats, coercions or promises shall not be admissible in any subsequent criminal action or administrative proceeding. However, explaining to the member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be considered as administrative pressures, threats, coercions or promises.

E. Such questioning shall be recorded by the City. Recordings may also be made by the member and/or by the member's Lodge representative or attorney.

The member and the Lodge representative or attorney shall be afforded the opportunity, upon written request to the Chief of Police or designee, to listen to and make personal notes regarding a tape made of the questioning by the Division.

F. No member shall be required to disclose any item of his or her property, income, assets, sources of income, debts, or personal or domestic expenditures (including those of his or her family or household) unless such information is necessary in the investigation of a possible conflict of interest with respect to the performance of the member's work duties or unless such disclosure is required by law. Any such disclosure would be limited in scope to the allegations made in the complaint. If the member is accused of a criminal offense, the rights of the accused member shall govern any disclosure.

G. During the course of an internal investigation, no member shall be required to participate in a line-up unless the member consents in writing.

Section 14.6. Application. The provisions of this Article shall apply to any member who is a potential witness to an incident under investigation except that as to the notification required under section 14.5(A), the member will be advised prior to questioning of the nature of the investigation, administrative or criminal, and will be allowed to view a copy of any citizen complaint or written summary of the original facts of the complaint under investigation. The potential witness shall be given only such additional factual information as the investigator deems appropriate in order to accomplish the internal affairs investigation. At no time will the investigator be required to give the member who is a potential witness a copy of the citizen complaint or written summary of the original facts of the complaint under investigation.

ARTICLE 15
PROMOTIONS

Section 15.1. Rule of Three. The City shall use the Civil Service "Rule of Three (3)" when accomplishing a promotion.

Section 15.2. Promotional Process. Promotion to a supervisory rank other than the position of Chief of Police will be accomplished using a three (3) part testing procedure. The promotional process will consist of:

A. *WRITTEN TEST* that will count as 40% of the candidate's final grade. Candidates must pass the written exam with a score of at least seventy percent (70%) before proceeding to the next two (2) phases. The Civil Service Commission, who shall use the assistance of a professional testing service, is responsible for the development and administration of the written test.

B. *ORAL INTERVIEW PANEL* that will count as 20% of the candidate's final grade:

The Chief of Police or designee will assist the Civil Service Commission in making arrangements for the Oral Interview Panel. On matters related to the Oral Interview Panel, the following will apply:

1. No voting member of the panel will be a member of the Upper Arlington Division of Police;

2. Panel members will only discuss factual responses from the candidates within the room that the interviews take place. No discussion will take place until the Panel Members have completed their scoring sheets. There is to be no discussion of the candidate, or their responses, outside of the room that the interviews take place. The Oral Interview Panel Moderator, as selected by the Chief of Police, is to see that compliance with this section is obtained; and

3. Members of the Oral Interview Panel will come from outside the Upper Arlington Division of Police. They will be officers of the same/similar rank as that which the candidates are competing for. They will come from police agencies within Franklin County, if feasible. They will not be familiar with any of the candidates, if possible. One panel member will be a representative of the Fraternal Order of Police.

C. *ASSESSMENT CENTER* that will count as 40% of the candidate's final grade.

The Assessment Center process will be conducted by members of the Advisory Services Division of the Ohio Association of Chiefs of Police, or Stanard and Associates, or a mutually agreed upon assessment company, if possible. Where practicable, these assessors shall come from agencies outside the Franklin County area. The Chief of Police, or designee, will act as the coordinator on behalf of the Civil Service Commission to arrange for the assessment process. Provided there is an available pool of assessors, no assessor shall serve on any panel where he or she has previously served on an assessor of any candidate subject to assessment.

Section 15.3. Testing Times and Release.

A. Promotional testing is a voluntary process. No overtime will be paid for a promotional candidate to participate in the process. Overtime may be paid to other members not taking the promotional testing process in order to provide street coverage and meet minimum manpower standards. The member candidate shall either be released from assigned duty, as outlined below, or will participate in the process while off duty and in a non-paid status. Promotional testing shall begin on first shift hours.

B. Promotional candidates assigned to first shift while the written test and assessment center process are being administered will be released from their duties with pay from the beginning of first shift until the end of first shift or the conclusion of the test, whichever comes first.

C. If the written test and/or the assessment center continues into the second shift hours, second shift promotional candidates assigned to work when the test(s) are being administered, will be released with pay until the conclusion of the test. Candidates will then report for duty.

D. If the start time for the test is prior to or at 3:00 pm, promotional candidates regularly assigned to third shift the night before the written test and/or assessment center shall be

afforded the option of being released from duty on excused absence for the entire shift prior to the testing event.

E. During the oral review board process, candidates on duty will be released from their assignment one-half (½) hour prior to their scheduled time to participate in order to prepare. Candidates assigned to third shift the night before the oral review board may be excused from duty up to six hours (6) before their scheduled time to appear before the board.

Section 15.4. Determination of Final Grade and Ranking. Unless removed from further consideration following the written test due to not achieving a score of at least seventy percent (70%) on the written test, candidates in the promotional process will compete in all three (3) phases before their final grades are determined. In addition to the requirement that the candidate receive a passing grade of at least seventy percent (70%) on the written test, only a candidate who has a combined score on all three (3) phases that is at or above the passing grade of seventy percent (70%) and is judged to have passed the testing process as determined by the Civil Service Commission Secretary will have seniority points added to establish a final grade and ranking. Nothing in this Section or this Article 15 is intended to create an unlawful disparate impact upon any protected class or person(s).

ARTICLE 16
RATES OF PAY/WAGES

Section 16.1. Wages. The following straight time regular wage rates shall be paid to members by ranks on the first day of the pay period that includes the date specified:

Pay Grades & Steps
January 1, 2016
(below scale represents 2.75% increase)

The City may pay each member a lump sum in lieu of (but equal to) the retroactive pay that would be owed to the member on account of this pay scale being implemented.

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY	25.983	33.789	36.447	40.974
POLICE	BIWEEKLY	2,078.64	2,703.12	2,915.76	3,277.92
OFFICER	ANNUAL	54,044.64	70,281.12	75,809.76	85,225.92

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY				47.080
POLICE	BIWEEKLY				3,766.40
SERGEANT	ANNUAL				97,926.40

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY				54.181
POLICE	BIWEEKLY				4,334.48
LIEUTENANT	ANNUAL				112,696.48

Pay Grades & Steps
January 1, 2017
(below scale represents 2.75% increase)

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY	26.698	34.718	37.449	42.101
POLICE	BIWEEKLY	2,135.80	2,777.46	2,995.94	3,368.06
OFFICER	ANNUAL	55,530.87	72,213.85	77,894.53	87,569.63

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY				48.375
POLICE	BIWEEKLY				3,869.98
SERGEANT	ANNUAL				100,619.38

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY				55.671
POLICE	BIWEEKLY				4,453.68
LIEUTENANT	ANNUAL				115,795.63

Pay Grades & Steps
January 1, 2018
(below scale represents 2.75% increase)

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY	27.432	35.673	38.479	43.259
POLICE	BIWEEKLY	2,194.54	2,853.84	3,078.33	3,460.68
OFFICER	ANNUAL	57,057.97	74,199.73	80,036.63	89,977.80

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY				49.705
POLICE	BIWEEKLY				3,976.40
SERGEANT	ANNUAL				103,386.41

RANK	PAY PERIOD	STEP A	STEP B	STEP C	STEP D
	HOURLY				57.202
POLICE	BIWEEKLY				4,576.15
LIEUTENANT	ANNUAL				118,980.01

Section 16.2. Step Advancement. Original appointments to the rank of Police Officer shall be made at Step A, except that the City may appoint a Police Officer at Step B when he or she is currently certified as completing the Ohio Peace Officer Training Program and has experience as a law enforcement officer within the twelve (12) months prior to appointment. Advancement to succeeding steps shall be after twelve (12) months of continuous service at each Step. When a member is promoted to either the rank of Sergeant or Lieutenant, his or her pay rate shall be changed to the rate provided for in Section 16.1.

Section 16.3. Application of Pay Rates. The rates of pay set forth in Section 16.1 are based on full-time employment of forty (40) hours in a workweek and shall be used to calculate wages for hours actually worked or in paid status of the appropriate pay range and pay step.

Section 16.4. Pay Period. All members shall be paid on a biweekly basis or payroll period, only through direct deposit.

Section 16.5. Annual Service Credit. Members shall receive, in addition to the pay called for in Section 16.1, an annual service credit of six hundred ($600) dollars upon the completion of four years service. For each year of service beyond four years, this amount shall be increased by one hundred ($100) dollars for each additional year of service up to a maximum of two thousand six hundred ($2,600) dollars.

If a member resigns, other than for retirement, he or she shall be paid a pro-rata share of the annual service credit for the year if in good standing at the time of resignation. Good standing exists unless one or more of the following apply:

1. The member is under criminal or administrative investigation and/or criminal or administrative charges are filed against him/her.

2. The member is resigning in lieu of or because of other disciplinary action.

3. The member is giving less than two weeks written notice prior to the effective date of his/her resignation.

4. The member is terminated for just cause.

The Chief retains the authority to waive or reduce any of the above criteria.

If a member is killed in the line of duty, the annual service credit otherwise due the member in November, based upon completed years of service the member would have attained at the end of the calendar year in which the member died, shall be paid in a lump sum to his or her surviving spouse, or secondarily to his or her estate.

Payment of the service credit shall be included in the member's last regular check in November of each calendar year. Payment shall be based upon completed years of service as a full-time member of the Division as of the end of the calendar year.

Section 16.6. Shift Differential. Shift differential pay shall be paid at the rate of one dollar and ten cents (1.10) per hour, for any regularly assigned eight (8) hour workday for which one-half or more of the work hours occurred between 3:00 pm and prior to 6:00 am, and for all hours of overtime worked between these hours, excluding hours in paid status while on approved holiday leave, vacation, sick leave, military leave, compensatory time and off-duty stand-by hours. Shift differential is not applicable to court appearance time. Shift differential pay shall be paid only for hours actually worked during an eight (8) hour workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If authorized overtime occurs in conjunction with an eight (8) hour workday during the time period specified for payment of the shift differential pay, the shift differential shall be added to the base hourly rate prior to computing overtime. Shift differential shall be paid on a bi-weekly basis and shall not be cumulative.

Section 16.7. Educational Incentive Pay. A member who, as of December 31, 1991, has received an educational incentive salary supplement to his or her regular rate of pay prior to the commencement of this Agreement shall continue his entitlement during the life of this Agreement. No member shall obtain additional incentive salary during the term of this Agreement.

Section 16.8. Tuition Reimbursement.

A. Reimbursement Program. Each member shall be eligible for reimbursement of tuition, lab or course fees, (but not application fees) and required textbooks in courses of instruction voluntarily undertaken. Reimbursable courses of instruction will include courses necessary for job-related degree programs. Advance job-related training or job-related courses of study in law enforcement not necessarily within a degree program may also be approved provided that the educational program is given by a recognized organization approved by the Police Division. Degree programs shall be career-related consistent with past practice. No reimbursement shall be provided for a member's enrollment in a law school degree program. No reimbursement shall be provided for correspondence courses, with two exceptions. First, an Internet course that is incidental to a member's attendance-based program shall not exclude the course from reimbursement. Secondly, members may enroll in courses from accredited programs offered through the Internet, subject to course approval under Subsection (C) below. Members may not participate in such coursework during on-duty time, unless the Police Chief gives approval for such participation.

B. Reimbursement Amount. For any member who enrolls in a degree program or other course of study or training, reimbursement shall be limited to a maximum of $3,500 per calendar year. The maximum reimbursement a member may receive for non-incidental Internet courses shall be one-half of the maximum reimbursement available under Section 16.8(B)(1). The City may impose an annual cap of no less than $9,000 on Internet courses, and if the cap would be exceeded, conflicts would be resolved on a first come first served basis; unless the Labor Relations Committee agrees upon an alternative equitable method.

C. Necessary Approval. All course work subject to reimbursement shall be approved in advance by the Chief and the City Manager. If practicable, a member shall make application for approval of course work reimbursement at least fifteen (15) days prior to commencement of the course of study. A member may receive blanket approval for an entire degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the member need not reapply for approval of each course within the portions(s) approved, except for the reimbursement procedure as defined in Section 16.8(F). Appendix A contains a list of approved degree programs.

D. Labor Relations Committee Recommendations. The Labor Relations Committee may make recommendations to the Chief as to degree programs which it considers to be career-related.

E. Course Attendance. Courses are to be taken on other than scheduled working hours, unless special leave is authorized under Section 22.5.

F. Reimbursement Procedure. Reimbursement shall be made upon successful completion of the course with a grade of C (2.00) or better or upon attainment of a passing grade in a pass-fail course. The member shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution

confirming the member has paid for tuition, lab or course fees, and required textbooks. Any financial assistance available to the member shall be deducted from the amount of tuition reimbursement that would otherwise be payable. The member shall not be reimbursed for incidental expenses such as paper or supplies, mileage, parking, meals, or any other expenses other than tuition, lab or course fees, and required textbooks.

G. Effect of resignation. Should a member resign from the Division or be removed for cause within twenty-four (24) months of the completion of a course for which reimbursement is received, the member shall repay to the City all monies expended by the City for any courses taken within the twenty-four (24) months prior to resignation or removal. Repayment shall not be applicable to a member who resigns to immediately receive regular retirement or disability retirement.

Section 16.9. Pension Tax Deferment.

In accordance with the provisions of Ordinance 16-84, which provisions shall be applicable to all members, the City shall fulfill its income tax reporting and withholding responsibilities for each member in such manner as is required by applicable federal, state, and local laws and withholding. It is the City's understanding that Federal and Ohio income tax laws and regulations presently allow the City to report as a member's taxable income his or her total salary exclusive of the amount of the contribution to the Ohio Police and Fire Pension Fund (the "Fund") on the member's behalf, whether paid by the member or by the City, while applicable municipal tax laws require the City to include the contributions to the Fund as taxable income.

ARTICLE 17
RATES FOR MEMBERS FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 17.1. Temporary Work Assignment. Any member assigned temporarily to a position in a higher rank shall receive the minimum of that rank or seven percent (7%) above his or her present rate, whichever is higher, for all hours worked at such higher rank.

Section 17.2. Return to Duty. If a member is permitted to return to duty in the same rank after a separation from the City service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate in the rank corresponding to the step rate received at the time of separation. After such return from service, the member shall be paid at the former step for the full amount of time required for advancement to the next higher step.

Section 17.3. Return from Military Service. Any member who leaves or has left the City service to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held shall be entitled to receive compensation at the step rate to which he or she would have been entitled had his or her service with the City not been interrupted by service in the Armed Forces.

Section 17.4. Reduction. Whenever a member is reduced from one rank to another for disciplinary or other reasons, his or her rate of pay shall be the rate for the lower rank or, where applicable, at the top step in the lower pay grade; or if reduced within a rank, at the step which he or she previously achieved prior to the reduction.

Section 17.5. Recall from Layoff. A member who is recalled from layoff shall be reinstated at the same step as of the date of layoff and shall advance therefrom suffering no loss of seniority or break in service for the time during which the member was laid off, but shall receive no credit for time spent in layoff.

Section 17.6. Reinstatement from Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1. Definitions. The workweek, except for members who are permanently assigned as Sergeants in the Patrol Section, (for Patrol section Sergeants, see Appendix B) shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off, which workdays and hours shall be scheduled and assigned by the Chief. Regular work time is the first eight (8) hours worked in any twenty-four (24) hour period. The work day shall be considered the calendar day in which the member's shift begins. There shall be a sixteen (16) hour period of time off on normal workdays, except as provided for overtime, for external training sessions, in-service training sessions, for assignments within the Detective Bureau, for voluntary emergency assignments, and for assignment changes requested by or accepted by the member. If the sixteen (16) hour period of time is utilized for the above purposes, the City shall preserve at least an eight (8) hour period of time off on normal work days. This exception shall not be used to vary shift assignments for purposes of court appearances. Scheduling assignments for external training, in-service training sessions, Detective Bureau assignments, for voluntary emergency assignments, and for assignment changes requested by or accepted by the member shall not constitute a violation of the "two (2) consecutive days off" requirement as defined above. "Paid status" shall include work hours as well as all hours in pay status while on any approved paid leave.

Section 18.2. Overtime. Members shall be compensated at straight time rates for all hours in paid status, except that any time worked in excess of eight (8) hours in any work day or forty (40) hours in any workweek shall be compensated at a rate of one and one-half (1-1/2) times the regular hourly rate. All overtime shall be authorized by an appropriate supervisor at the direction of the Chief. Notwithstanding the definition of "paid status" set forth in Section 18.1, any time taken by a member as sick leave shall not count toward "time worked" for purposes of calculating eligibility for overtime pay in any eight (8) hour work day during which sick leave was used, or in any forty (40) hour workweek.

The City shall defer the changes in overtime calculation that result from this Agreement in SERB Case No. 2012-MED-10-1363 and 1364 until the pay period starting on or about April 20, 2014.

For purposes of computing the overtime rate the following payments, where applicable, shall be included in a member's regular hourly rate: (a) straight time hourly rate of pay; (b) shift differential hourly rate of pay; (c) working out of rank hourly rate of pay.

In any workweek in which a member actually works forty (40) hours, the overtime compensation for hours actually worked in excess of forty (40) hours shall also include an increment attributable to service credit calculated as follows: the member's annual service credit amount

payable in November of the calendar year in which the overtime is worked shall be divided by 2080 to arrive at the hourly rate (*e.g.* a $1000 annual service credit amount equals an hourly rate of $.48). This hourly rate shall be multiplied by .5 to arrive at a service credit increment (*e.g.* $.48 x .5 =$.24). This increment shall be added to the overtime compensation otherwise payable and due under this section. (*e.g.*, $.24 would be added to the overtime compensation). The payment of this increment is made to comply with the Federal Fair Labor Standards Act.

Section 18.3. Overtime Compensation.

A. All overtime compensation shall be by cash payment unless the member elects to receive compensatory time off. No member shall have a balance of more than 480 hours of compensatory time. Any member who reaches the 480 hour limit shall thereafter be paid overtime compensation for overtime hours worked. The use of compensatory time shall be approved in advance by the Chief or designee.

All compensatory time which is not used in the calendar year it is accrued shall be paid in cash to the member at the rate of pay in effect in the first December pay. Any overtime earned for the balance of the year shall be paid in cash. A member separated from employment for any reason shall be paid for accrued and unused compensatory time at the rate of pay in effect at the time of separation from employment.

B. The City shall maintain minimum manpower standards as determined by the Chief in consultation with the supervisors. Provided that sufficient notice exists prior to the start of a shift that a company will be under the minimum manpower standards, the City agrees that members will be called in on overtime to meet these standards. However, this provision is not intended to preclude the use of Reserve Officers during special functions or to require call-ins after the commencement of a shift.

Section 18.4. Call-In Pay.

A. When a member is called back by a supervisor for hours not abutting his or her regular shift hours, the member shall be paid a minimum of three (3) hours at the appropriate rate of pay. This provision shall also apply to members called in to off-duty court appearances and divisional meetings. When a member is called in to an off-duty court appearance, such payment shall begin when the member reports to Divisional Headquarters (normally one-half hour before the subpoena time) and shall conclude when a member returns directly to Divisional Headquarters from the court appearance, unless the member elects to report directly to court, whereupon the overtime shall commence at the court time indicated on the subpoena. This minimum call-in guarantee shall be paid at one and one-half (1-1/2) times the member's regular rate of pay when the member is thereby placed in overtime status.

B. Should a member, otherwise off-duty at 7:00 am or before, be required to appear in court no later than 10:00 am on the same day, the member shall be paid for intervening time between the end of the regular shift and the court appearance, to a maximum of the two (2) hours pay at the straight-time rate, in addition to the three (3) hours minimum call-in guarantee for the court appearance.

C. Should a member working 3rd shift, otherwise off duty at 7:00 a.m. or before, be required to appear for Divisional meetings, training sessions, or any other appearances, except court appearances, prior to 10:00 a.m. on the same day, he/she will receive compensatory time, at straight time rates, for a maximum of two (2) hours. Tracking of the time earned, and approval to take time off, will be coordinated between the Officer and his/her Sergeant. This time earned must be taken off during the calendar year, as this time is not eligible for compensatory time payoffs at years end. When this time is taken off, a leave slip must be submitted by the Officer as special leave (excused) and signed by the shift supervisor.

Section 18.5. Stand-By Pay.

A. Members, otherwise off-duty, who are either required by the Division to be and remain available for work assignments upon telephone notice of the Division, or who are required by Court subpoena to be and remain available for a work-related court session, upon telephone notice of the court shall be considered hours worked and shall be compensated at the appropriate rate for actual time under the direction of the Division or the Court.

B. When a member on first or second shift is placed on telephone standby for court, the on-duty supervisor or his designee will call the member if the member is needed for court or to notify the member of cancellation. When a member on first or second shift is not notified by noon, he or she will call the on-duty supervisor or designee to ascertain if he or she is to remain on standby for the afternoon. If cancellation is not made by 3:30 pm, the member will call the on-duty supervisor designee, who will ascertain if standby by the member can be canceled that time. When a member on third shift is placed on telephone standby for court, the on-duty supervisor or designee will call the member if he or she is needed for court. If the member's appearance is canceled, the member need not be notified at that time. Upon awakening, the member will call the on-duty supervisor or designee to ascertain the time standby was canceled, or if the member is still on standby. In the event that standby was canceled prior to noon, the member's time on standby will end at the time of cancellation. However, if the supervisor was not made aware of the cancellation, the member's standby time will end at noon. It shall be the responsibility of a member on third shift to make sure that a telephone message relative to a court standby appearance can be received, and a telephone recorder is not acceptable in this instance.

C. Cancellation of court appearance.

1. A member who is subpoenaed to appear in any court at a specific time (who is not on telephone stand-by status as described in Section 18.5(B)) will be canceled for such court appearance as soon as practical if the case will not require the member's actual appearance. The on duty supervisor or designate will contact the member at the residential phone number maintained by the division. Should the member plan on being away from the listed number, the member may leave an alternate phone number with the on duty supervisor for the day designated on the subpoena or check out a pager supplied by the City.

2. a. Should the member be canceled for the court appearance less than two (2) hours but more than thirty (30) minutes before the required time on the

subpoena, the member will be paid for two (2) hours of straight time. The two (2) hours can be taken in pay or placed into a comp time bank. Prior to the time the member is scheduled to appear in court, the member may contact the on-duty supervisor or the designate to ascertain if they are still needed.

b. When the City makes normal and reasonable attempts to contact the member within the time limit in 2-a above, and the member is not at home to answer his or her phone; there is no ability to leave a voice mail message; fails to retrieve a voice mail or other message; fails to receive or return any other form of communication; or fails to call/contact the on duty supervisor or designate and still reports to duty per the subpoena, the City will only compensate the member for the two (2) hours at a straight rate required under this Section. No additional compensation under Section 18.4 for a three (3) hour minimum show-up will be paid.

c. When the City makes normal and reasonable attempts to contact the member prior to the time limit in 2-a above and the member is not at home to answer his or her phone; there is no ability to leave a voice mail message; fails to retrieve a voice mail or other message; fails to receive or return any other form of communication; or fails to call/contact the on-duty supervisor or designate, the City is not required to pay the member under this Section or the three (3) hour minimum show up time under Section 18.4, should the member report per the subpoena and the court case had been canceled prior to the two (2) hour limit.

d. The on-duty supervisor or designate will document on a form prescribed by the Division, the time the Division was notified of the cancellation. The on-duty supervisor or designate will also document the original notification or attempted notification time to the member and the method of notification (*i.e.,* if the member was notified in person, if an attempt was made to call the listed number and there was no answer, if a voice mail message or other message was left, or if the message was delivered by another means of communication). The documented original time of notification or attempted notification to the member will serve as the actual cancellation time under this Section.

3. If the member is not canceled and reports to court per the subpoena, the member will continue to receive compensation under Section 18.4 for three (3) hour minimum show up time. No additional compensation will be provided under this section.

Section 18.6. Application to Special Duty.

A. Special duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the City: 1) requires the member be hired by a separate and independent employer to perform such duties; 2) facilitates the employment of the member by a separate and independent

employer; and 3) otherwise affects the conditions of employment of the member by a separate and independent employer.

B. The Division shall distribute special duty time to members requesting the time as provided in the General Orders and Rules and Regulations of the Division. If a member, solely at his or her option, agrees to be employed on special duty, the hours the member is employed by the separate and independent employer in law enforcement or related activities shall be excluded by the City in the calculation for the hours for which the member is entitled to overtime compensation.

Section 18.7. Substitution (Trading) of Time.

A. If a member, with the approval of his or her supervisor, and solely at the member's option, agrees to substitute during scheduled work hours for another member of either the same rank, or in the case of a supervisor for another supervisor regardless of rank, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Division is permitted but not required, to keep a record of the hours of the substitute work.

B. A member whose shift is worked by another member has the option to take holiday, compensatory time, or vacation leave for his or her originally scheduled shift, if such time or leave is available to the member. The member who works the shift for the originally assigned member has the option to either be paid for the shift at the rate of pay the member would receive if he or she were assigned to the shift (including shift differential) or to receive those hours of work in compensatory time.

C. Where a supervisor's approval has been received allowing a member to substitute for another member and the substituted member subsequently marks off on sick or injury leave for the scheduled work hours, the Division has the responsibility of filling the assignment, if necessary, and with the understanding that Section 18.3(B) does not apply.

HOLIDAYS
ARTICLE 19

Section 19.1. Paid Holidays and Personal Days. All members shall be given nine (9) paid holidays and four (4) personal days for use in the calendar year. The holidays and personal days are as follows:

New Year's Day, January 1
Martin Luther King Day, Third Monday in January
President's Day, Third Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4
Labor Day, First Monday in September
Veteran's Day, November 11
Thanksgiving Day, Fourth Thursday in November
Christmas Day, December 25
Four (4) Personal Holidays, Member selected, approved by the Chief.

Section 19.2. Special Holiday. Any official special holiday proclaimed by the President, Governor of Ohio or Mayor of Upper Arlington, when all affected governmental offices are to be closed also shall be a designated paid holiday. When a member works the special holiday, he or she shall be paid at one and one-half (1-1/2) times his or her regular rate of pay. Each member who does not work shall receive eight (8) hours pay if the day is a regularly scheduled work day.

Section 19.3. Regular Paid Holiday/Personal Day Compensation. The regular holidays and personal days listed in Section 19.1 will be compensated by crediting each member with one hundred forty (140) hours of holiday leave and personal leave (twelve (12) hours for each holiday and eight (8) hours for each personal day) as of January 1 of each calendar year. Unused holiday/personal time may be taken as time off with the approval of the Chief at any time during the calendar year in which it is credited. Any balance of unused time remaining at the end of the calendar year which is not needed to cover payment for the remaining holidays in that calendar year shall be paid in cash in the first regular pay in December.

If a holiday falls on a member's regularly scheduled day off and the member is not required to work, he shall not receive any additional pay for the holiday but no deduction shall be made from his unused holiday/personal leave time. If a holiday falls on a member's scheduled workday but the member is required not to work on that day, the member shall be paid for eight (8) hours and eight (8) hours shall be deducted from his unused time. If a holiday falls on a member's regularly scheduled workday and the member is required to work, he or she shall be paid his or her regular rate of pay and no deduction shall be made from his or her unused time unless the member elects to be paid the twelve (12) hours of unused time in addition to the eight (8) hours. Any hours worked in excess of eight (8) hours on a holiday shall be subject to overtime compensation at the member's regular overtime rate of pay. If a member works a holiday on a day which is not a scheduled workday, or if a member works a holiday after first being required not to work, the member will be paid at the regular overtime rate for all hours worked on the holiday. The Chief shall have the sole discretion to schedule work on each listed holiday. If a member's unused holiday/personal leave time is less than the amount necessary to compensate the member for a holiday, the member shall only be paid for the unused portion of his time.

Section 19.4. Pro-Rata Credit. An individual who joins the Police Division after January 1 of the calendar year shall have holiday time credited at the rate of twelve (12) hours for each remaining holiday of the current calendar year and personal time credited on a pro-rata basis based upon the remaining workdays.

With the exception of retirement, any member who leaves the Police Division during the calendar year shall have twelve (12) hours deducted from unpaid time to his or her credit for each remaining holiday of the calendar year. Likewise, a prorated portion of the member's personal time shall be deducted from his or her accrued and unused time based upon the remaining workdays.

ARTICLE 20
VACATION LEAVE

Section 20.1. Vacation Year. The vacation year for members shall be January 1 through December 31 of a given calendar year.

Section 20.2. Vacation Accrual. Members shall accrue vacation leave at the annual rate set forth in Section 20.3, based upon completed years of service as an employee of the City of Upper Arlington. A member may not use any accrued vacation until after completion of the initial year of employment with the City.

Section 20.3. Accrual Schedule. The following vacation accrual schedule is established:

YEARS OF COMPLETED SERVICE	VACATION HOURS
1	80
3	120
5	136
8	160
11	176
13	200
16	216
19	232
22	248
25 or more	264

Section 20.4. Vacation Carry Over. A member, at his or her option, shall be permitted to carry over from one calendar year to another a maximum of two hundred and forty (240) hours.

Section 20.5. Additional Considerations.

A. In order to receive the vacation carryover in Section 20.4, a member shall give written notification to the Chief by December 1. All accrued but unused vacation hours which are not carried over under Section 20.4 shall be paid to the member no later than January 31 of the following year at the member's rate as of December 16.

B. All vacation hours shall be paid at full pay at the applicable straight time rate; however, if a member is ordered to work while on approved vacation leave, the member shall be paid at one and one-half (1-1/2) times for all hours worked.

C. A member who resigns or is separated from City service for any reason shall be paid for all unused vacation leave to his or her credit at the rate in effect on the date of separation.

D. When a member dies while in paid status, any unused vacation leave to his or her credit shall be paid in a lump sum to his or her surviving spouse, then secondarily to his or her estate.

All vacation leave shall be taken at such time or times at the discretion of and as approved by the Chief or designee.

Section 20.6. Vacation Separation Bank. At a member's option, up to forty (40) hours of earned vacation hours each year may be placed in a vacation separation bank, subject to the following:

A. The hours designated must be in increments of eight (8) hours;

B. The designation must be made by September 1 of each year;

C. The maximum that can be accumulated in the vacation separation bank is two-hundred forty (240) hours (6 workweeks);

D. Once hours have been designated and placed in the vacation separation bank, they shall not be used at any time for vacation leave. Upon separation from employment with the City, the member shall be paid for all hours accumulated in the vacation separation bank, payable at the member's hourly rate in effect at the time of the member's separation.

ARTICLE 21
SICK LEAVE WITH PAY

Section 21.1. Accrual. All members shall accrue sick leave with pay at a rate of 4.616 hours for each completed pay period in which a member is in paid status. Paid sick leave shall be charged at the rate of one (1) hour for each work hour absent. Sick leave shall accrue without limitation.

Section 21.2. Sick Leave Use. Sick leave may be granted only upon the approval of the Chief of Police for the following reasons:

A. Sickness or injury of the member.

B. To keep medical, dental and optical appointments, limited to reasonable travel time and appointment time.

C. Sickness or injury in the immediate family, as defined for purposes of this Section, as spouse, children, parents, brother, sister, grandparents, parents-in-law, and legal guardian requiring the presence of the member. A member who uses more than three (3) calendar days under this paragraph shall submit a medical certificate before sick leave is paid. No more than five (5) days of sick leave shall be paid under this provision in a calendar year, except upon the recommendation of the Chief and approval of the City Manager.

D. Quarantine of a member because of exposure to contagious disease, provided that a medical certificate is obtained prior to payment.

Section 21.3. Conditions for Sick Leave Use.

A. Any member scheduled to work on a holiday who reports sick or injured shall be charged sick leave with pay.

B. No continuous sick leave in excess of four (4) working days shall be allowed except upon submission of a medical certificate to the HR Manager or other Employer designee no later than five (5) days after the commencement of the use of sick leave, which certificate shall state the nature of the illness and probable length of the sick leave use. Additional certificates may be required by the HR Manager or other Employer designee in cases of prolonged illness.

C. In unusual and specific circumstances, the City Manager may grant additional sick leave with pay to members. In each case, the City Manager shall make a complete investigation, review and consult with the Chief on the member's service, work, sick leave record, and the nature or seriousness of the sickness or physical disability. A report shall be made and filed together with a medical certificate. This extension of sick leave may be made on any basis that the particular case warrants, in the opinion of the City Manager, but the additional sick leave with pay for members who have one year or more of continuous employment with the City, shall not exceed thirty (30) calendar days. For members who have less than one year of continuous employment with the City, the additional sick leave with pay shall not exceed fourteen (14) calendar days. Any member who does not return to work physically fit within the designated time provisions, shall be removed from the payroll and marked on "Leave of Absence". If such member reports to work, physically fit, within fifteen (15) days following the date of the leave of absence, the member shall be restored to his or her former status at his or her former rate of compensation. If any member does not report to work within this fifteen (15) day period, his or her service with the City shall be considered terminated. Further extensions of sick leave for members may be granted as the City directs.

D. Any member who has been granted additional sick leave under the provision of Section 21.3(C) above, shall have said granted sick leave deducted from any sick leave earned, as provided in Section 21.1 above.

E. In a calendar year during which a member has more than four (4) separate occurrences of sick leave use of a single day or more for which no medical certificate is obtained, the member may be required to present a medical certificate to receive pay for each subsequent absence due to sick leave in the remainder of the calendar year. Notification of this requirement will be made to the member by the Chief in writing. The member may utilize the Grievance Procedure to dispute the Chief's notification.

Beginning with the fifth (5th) occurrence in a calendar year, and with each occurrence thereafter, a member who is granted sick leave, shall not be paid for the first (1st) day. Those absences for the same illness or injury certified by a physician shall be counted as one occurrence if they take place during a period not to exceed thirty (30) calendar days from the date the member returns to work. For purposes of this Section 21.3(E), an absence of four (4) hours or less shall not count as an occurrence. This Section 21.3(E) shall not apply to sickness of a dependent child or a family member living within the member's household. At the member's option, the member may use time from another bank in lieu of leave without pay after the fourth (4th) occurrence by submitting a leave

slip through his or her supervisors. The leave slip should designate that in lieu of leave without pay, appropriate hours should be deducted from a designated time bank. [Moved from former 21.4 (B)]

F. As used in this Article, "medical certificate" means a certificate from the attending, licensed medical practitioner.

Section 21.4. Return to Duty. The City may require the member to be examined by a physician of the City's choice at no cost to the member where the City has reason to dispute the member's ability to return to duty. If the member and the City's physician do not agree, the member and the City will select a third physician, who may be a specialist in the injury at issue, to resolve the dispute.

Section 21.5. Wellness Payments.

A member who does not use any sick leave in a calendar year, who has worked the entire calendar year, and who is still on the payroll on December 31 of that calendar year, shall be compensated with twenty-four (24) hours of pay. A member who uses eight (8) hours or less of sick leave during a calendar year shall be compensated with sixteen (16) hours of pay. A member who uses more than eight (8) hours but no more than sixteen (16) hours of sick leave during a calendar year shall be compensated with eight (8) hours of pay. Members who are eligible for this wellness payment shall be paid no later than January 31 of the following year at the member's rate as of December 16. Use of sick leave under section 21.2(B) (time for time deduction) shall not preclude compensation under this paragraph.

Section 21.6. Payment Upon Retirement or Resignation. All members shall, at the time of their retirement or resignation with fifteen (15) or more years of retirement service credit, and provided the member gives the City Manager at least fourteen (14) days notice of his or her intent to retire or resign, receive payment in a lump sum of one (1) hour of pay for each four (4) hours of accumulated and unused sick leave to his or her credit up to and including one thousand four hundred and forty (1,440) hours; and one hour of pay for each three (3) hours from 1,440 to 1,920 hours; and one hour of pay for each two (2) hours in excess of 1,920 hours. Such payment eliminates all accrued and unused sick leave credited to the member. For purposes of eligibility for this benefit, participation in the D.R.O.P. Program does not constitute retirement.

Section 21.7. Payment Upon Death. When a member dies while on paid status, all unused sick leave to his or her credit shall be paid in a lump sum to his or her surviving spouse, or secondarily to his or her estate, at the rate set forth above. If the member is killed in the line of duty, all unused sick leave to his credit shall be paid at the rate of one (1) hour of pay for every hour of accumulated and unused sick leave, at the rate in effect at the time of the member's death.

ARTICLE 22
INJURY LEAVE

Section 22.1. Injury Leave with Pay. A member shall be granted injury leave with pay not to exceed 1,040 hours per injury. Injury leave shall be charged at the rate of one (1) hour for each work hour absent.

Section 22.2. Conditions. Injury leave may be granted to any member only for injuries or other disabilities which are incurred in the performance of City employment and which are determined by a competent physician to have so disabled such member that the duties of his or her position cannot be performed. Injury leave shall be granted by the City Manager upon the recommendation of the Chief and shall not be cumulative.

The City, at its expense, may require an independent medical examination for any member requesting injury leave. The City shall provide members a copy of the physician's report.

Pending approval of his or her injury leave request, a member may use sick leave or other paid leave, which paid leave shall be recredited to the member upon injury leave approval.

The Family and Medical Leave shall run concurrently with approved injury leave in which the injury and the employee meet the eligibility requirements for such leave.

Section 22.3. Exhaustion of Injury Leave. When, by nature of a disability which extends beyond the time frame in which injury leave pay is granted a member becomes entitled to benefits under the Workers' Compensation program, the member shall be granted a leave of absence without compensation from the City during the time in which the member receives Workers' Compensation benefits after the exhaustion of injury leave. In the event that a member entitled to injury leave uses the maximum allowable injury leave and is still unable to return to active duty, the member may, regardless of eligibility for workers' compensation benefits, with the requisite approval of Chief and City Manager, utilize any accrued paid leave to his or her credit before being placed upon a leave of absence without pay.

Section 22.4. Limitation on Injury Leave. No Injury Leave payments or compensation which the member would otherwise become eligible for under the Bureau of Workers' Compensation will be made to a member who is actually working for another employer where such work involves or requires the performance of the same or similar duties as those regularly performed by the member, or where the job involves duties and/or physical demands which would conflict with the member's medical condition, or where the member refuses to perform modified duty as outlined in Section 22.6.

Section 22.5. Return to Duty. A member shall return to full duty when a full release is given by the member's physician. The City may require the member to be examined by a physician of the City's choice at no cost to the member where the City has reason to dispute the member's ability to return to duty. If the member and the City's physician do not agree, the member and the City will select a third physician, who may be a specialist in the injury at issue, to resolve the dispute. This provision shall apply to non-work related injury when the member's injury results in time away from work.

Section 22.6. Modified Duty and Transitional Duty. When an injury is such that would allow a member to perform modified or transitional duty, a member on injury leave may be required to perform such modified or transitional duty with the approval of the member's physician and subject to the following conditions:

a. The duty is medically suitable;

b. The modified or transitional duty is intended to be temporary in nature; and

c. As long as the duty is available.

The status of a member placed on modified or transitional duty will generally be reviewed at thirty (30) day intervals unless the nature of the member's condition requires a shorter review period. A member may be on modified or transitional duty while the extent of the injury is in dispute or unknown; the member is participating in a rehabilitation program, or has a disability retirement application pending.

Section 22.7. Reporting. The following reporting guidelines are not mandatory. However, a member's compliance, where practicable, with these guidelines will assist the City in assuring that a member's request for injury leave will be expeditiously processed:

a. Before the end of the member's shift, the member should report to his/her immediate supervisor all incidents and accidents that may result in an injury.

b. Within twenty-four (24) hours after the end of the shift where an injury occurs, the member should forward to his or her supervisor a completed accident report.

c. The member should report immediately to the City's Manager office any claim that has been filed with the Bureau of Worker's Compensation.

ARTICLE 23
SPECIAL LEAVE

Section 23.1. Jury Duty Leave. A member, while serving upon a jury in any court of record, will be paid his or her regular wages for each work day during the time so served. Jury duty fees paid to the member by the Court shall be returned to the City. The member shall keep his or her supervisor apprised on a regular basis as to the expected continued duration of the leave.

Section 23.2. Examination Leave. Time off with pay shall be allowed members to take City Civil Service tests or to take required examinations, pertinent to their City employment, as determined by the Police Chief, before public licensing boards.

Section 23.3. Funeral Leave. A member shall be entitled to take three (3) consecutive work days, with pay, for funeral leave for a death in the member's immediate family, provided that the approval of the Chief is obtained. This leave may be extended an additional two (2) days by use of sick leave upon approval of the Chief. Immediate family is defined for purposes of this section as spouse, children, parents, brother, sister, parents-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, grandchildren, and legal guardian. Up to one (1) day of paid vacation leave may be used by a member for funeral leave for death not in a member's immediate family.

Section 23.4. Personal Leave. The City Manager may authorize a member to be absent, with or without pay, for personal reasons for a period or periods not to exceed-thirty (30) calendar days in any calendar year.

Section 23.5. Special Leave. The City Manager may authorize special leaves of absence, with or without pay, for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: emergency military service; attendance at college,

university or business school, for the purpose of training in subjects related to the work of the members and which will benefit the members and the City service; urgent personal business requiring the member's attention for an extended period of time such as settling estates, fire and natural disaster, liquidating a business, and attending court as a witness; and for purposes other than the above that are deemed beneficial to the City service. The City Manager may also grant leaves of absence with or without pay, in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college, emergency military service and for other purposes that are deemed beneficial to the City service.

Section 23.6. Military Leave. Any member who is a member of the Ohio Organized Militia, Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Naval Reserves, the U.S. Coast Guard Reserves, or other Reserve Components of Armed Forces of the United States shall be granted military leave of absence with pay, for the purpose of performing services in the uniformed services for a period of time not to exceed one hundred and seventy six (176) hours during a calendar year. The member shall receive his or her regular City compensation for these hours, without any offset for receipt of military pay. In order to receive such leave, the member shall be required to produce an order or statement from the appropriate military commander as evidence of duty and such military service pay records as may be deemed necessary by the Finance Director. With the approval of the Chief and the City Manager, up to ninety (90) hours of military leave may be granted to attend military schools or training directly related to law enforcement. Approval or disapproval of such additional leave shall not be grievable. Excused absence without pay may also be granted a member for attendance at reserve functions where paid military leave is not available.

Section 23.7. FMLA. The Family and Medical Leave Policy, as referenced in Appendix C shall be applicable to all members.

ARTICLE 24
UNIFORMS AND CLOTHING ALLOWANCE

Section 24.1. Initial Issuance. The City shall provide at no cost to members the initial issuance of uniforms, uniform parts, and equipment, as listed in Sections 24.5(A), (B), (C), and (D). These items shall be provided upon a member's initial hire, placement in a specialized unit, or upon promotion. The items listed in section 24.5(F) shall also be furnished by the City at no cost to members when replacement of these items is necessary.

Section 24.2. Uniform Maintenance Allowance. The City shall provide members with an annual uniform maintenance allowance so that members may use this allowance to replace uniforms, uniform parts, and equipment set forth in Section 24.5, provided that initial issue, as set forth in Section 24.1 remains the responsibility of the City, as does purchase and/or replacement of items in Section 24.5(F). Where there is no specification of the amount of initial issue of an item that would allow the Chief to determine if it was being "replaced" (see, e.g., items listed in 24.5(F)), the Chief may set the amount at a level he determines is necessary for the members to carry out their duties to the City. For example, the Chief could determine that members could use the allowance to purchase up to three 15-shot "extra magazines for approved weapons." The number allowed for any such item may not be less than 1. The member may also use the allowance to replace the items, when replacement is necessary.

A. For members assigned to uniformed assignments, this annual allowance shall be $750.00.

B. For members assigned to non-uniformed duty (plain clothes), this annual allowance shall be $350.00.

The City shall designate an approved vendor or vendors with which members may use their allowance to obtain replacement uniforms, uniform parts, and equipment on an as needed basis. Any unused funds in a member's allowance shall be retained by the City upon the expiration of each calendar year.

Section 24.3. Plain Clothes Allowance. Members assigned by the Chief to the Criminal Investigations Section or members regularly assigned to other non-uniformed assignments shall receive an annual cash allowance, in the amount of $1,300. This allowance shall be paid to such members in equal installments in the first pay periods of February and August of each calendar year.

Section 24.4. Dry Cleaning. The City shall be responsible for the necessary dry cleaning of uniform items for which the manufacturer recommends dry-cleaning. Where uniforms have become soiled with the blood, urine, or bodily substance of a person with whom the member has come in contact during the performance of his/her duty or where uniforms have been contaminated with OC-10 or other biohazard during the performance of a member's duty, dry cleaning of uniform parts will be authorized upon pre-approval of the Chief or designee. Members shall use a city-approved dry cleaning establishment for such dry cleaning.

Section 24.5. Standard Issuance. The following items constitute the City's standard issuance for uniforms, uniform parts, and equipment:

A. Initial Issue

Quantity	Item
5 Each	Short-sleeve Uniform Shirt with Shoulder Patches
5 Each	Long-sleeve Uniform Shirt with Shoulder Patches
5 Each	Turtleneck Shirts and/or Dickies
5 Pair	Uniform Trousers
2 Each	Ties, Clip-on or Velcro
1 Each	1-3/4" Trouser Belt
1 Each	Duty Gun Belt
1 Pair	Leather Shoes
1 Pair	Leather Boots
1 Each	Protective Vest (as currently issued)
1 Each	All-season Jacket with Liner and Fur Collar
1 Each	Reversible Raincoat with Cover
1 Pair	Gloves, Black Leather
1 Each	Eight-point Hat with Cover and Chin Strap
1 Each	Winter Trooper Cap
1 Each	Automatic Service Pistol
1 Each	Automatic Service Pistol Holster

3 Each	Ammo Clips
1 Each	Ammo Clip Pouch
2 Pairs	Handcuffs with Two Keys
1 Each	Handcuff Case
1 Each	Chemical Irritant
1 Each	Chemical Irritant Carrier
1 Each	Asp Expandable Baton
1 Each	Asp Expandable Baton Carrier
1 Each	Whistle and Whistle Chain
4 Each	Belt Keepers
2 Each	Police Breast Badges
1 Each	Police Hat Badge
1 Each	Brief Case
1 Each	Weapon-Mounted Flashlight (with case holder)
1 Each	Protective Glove Case

B. Additional items for Supervisory Officers

Quantity	Item
2 Pairs	Collar Insignia (rank as applicable)

C. Additional Items for the Bicycle Patrol

Quantity	Item
2 Each	Short Sleeve and Long Sleeve Uniform Shirts
1 Pair	Shorts
1 Pair	All-weather Gear (jacket and pants)
1 Pair	Black Athletic Shoes
1 Pair	Padded Gloves
1 Each	"Police" Bicycle Helmet
1 Each	Water Bottle
1 Each	Nylon Gun Belt and Accessories (See Section D Below)

D. Additional Items for the Criminal Investigation Section

Quantity	Item
1 Each	Short-sleeve and Long Sleeve Uniform Shirts
2 Pair	Tactical Trousers
1 Each	Ball Cap
1 Each	Black Turtleneck
1 Each	Nylon Gun Belt, Nylon Holster, Nylon Handcuff Case, Nylon Ammo Pouch, Nylon Chemical Irritant Holder, and Nylon Accessories (as appropriate)

E. Upon Receiving Permanent Status, Members Are Authorized to Purchase the Following Additional Items:

ID/Badge Cases and Holders
Wallet Badge
Brief Case
Flashlights, Accessories, and Holders
Pocket Knives, Rescue Tools, and Holders
Extra Magazines, Speedloaders, and Holders for Approved Weapons
Clipboard
Gloves (Leather or Protective) and Case
Shoe Laces and Black Socks
Pistol Grips for Approved Weapons
Traffic Templates
Cool Shirts
Holsters for Approved Weapons
1 Dress Uniform Blouse
Rain Suit
Protective Vest Carrier (with Police Markings)
Additional Items as Approved Through the Labor Relations Process

F. After Initial Issue, the Purchase/Replacement of the Following City-Issued Equipment Shall Be the Responsibility of the City:

Service Pistol	Ammunition
Chemical Irritant	Asp Expandable Baton
Handcuffs	Ammo Clip

Protective Vest (chosen with Labor Relations Committee's input), with Two Covers

G. All items which are provided by the City or purchased by the member under this Article are subject to inspection.

Section 24.6. Labor Relations Committee. The Labor Relations Committee, with the approval of the Chief, shall have the responsibility to make any necessary regulations pertaining to the provisions of this Article. The Committee, with the approval of the Chief, may also make modifications to the items of standard issue set forth in Section 24.5.

Section 24.7. City Property. All items furnished by the City or purchased by members, under the provisions of Section 24.5, are the property of the City and must be returned, upon request to the City in good order, less normal wear and tear, when a member is separated from City service for any reason.

ARTICLE 25
INSURANCE

Section 25.1. Coverage Provided. The City shall continue to provide health and dental insurance coverage for a member and any eligible members of his or her immediate family, as defined by the City's health and dental insurance programs. A member may choose coverage either (1) for himself or herself, or (2) for himself or herself and eligible members of his or her immediate family. The City shall pay premium costs for health and dental insurance coverage, except for any premium costs to be paid by the member as set forth in Section 25.2

Section 25.2. Member Premium Costs. Member premium costs for health and dental insurance coverage shall be as follows:

The member monthly premium contribution for coverage may be up to fifteen percent (15%) of the monthly premium, less any applicable wellness incentives, but not to exceed the rates that are charged to other groups of represented employees and all groups of non-represented employees by Ordinance. The City reserves the right to charge contributions based on tiered premiums. Those tier premiums include, a single premium, employee plus spouse, employee plus children, and "family" (i.e., employee, spouse, and children), provided any such tier premiums are applicable to all represented employees.

Notwithstanding the foregoing, it is recognized that the maximum monthly premium contribution being charged to other employees through calendar year 2016 is twelve percent (12%).

For the duration of this Agreement, the City will continue to provide wellness incentives that afford employees with the opportunity to qualify for financial benefits based upon specific health and wellness criteria.

Section 25.3. Member Co-pays. Any member co-pay may be increased provided that:

A. The same increase(s) would be applicable to all other groups of represented employees and to all groups of non-represented employees by Ordinance; and

B. The City provides the Lodge the opportunity to enter into discussions with it concerning any planned increases(s) and does not enact such increases without such discussions, if requested by the Lodge.

If the Lodge believes that this Section has been violated, it may request that its objection be submitted to arbitration for a final and binding decision.

Should the Lodge request such arbitration, the Federal Mediation and Conciliation Service shall be requested to furnish a list of nine (9) neutrals from which the parties shall select a single arbitrator, by alternately striking names from the list. Except for the single arbitrator stipulation, the provisions of Section 6.7(D)(2-8)(Step 4-Binding Arbitration) of this Agreement shall apply.

Section 25.4. Life Insurance. The City shall provide life insurance and pay the premiums for coverage with a death benefit of $75,000 or in an amount equal to the member's base salary rounded to the nearest $1,000, whichever is higher, of group term life insurance for a full-time member less than 65 years of age. Such coverage shall include double indemnity for accidental death and disability, including where a member is killed in the line of duty.

Section 25.5. Liability Coverage. The City shall continue to provide professional liability coverage at the level of coverage in effect as of December 31, 1997, at no cost to the member. The City may provide such coverage by purchasing liability insurance, self-insuring, or a combination thereof.

Section 25.6. Administration.

A. The health, dental, life and liability insurance programs shall be administered by the City Manager or designee, who is authorized to make such reasonable rules and regulations as may be found necessary, from time to time, for its proper administration.

B. The City, at its discretion, may designate an insurance agent, carrier, consultant, or third party administrator for the purpose of administering and/or obtaining health, dental, life, and liability insurance programs.

C. The City shall provide members substantially the same level of benefits (meaning hereunder eligibility requirements, spousal exclusions, wellness incentives, covered procedures, pharmaceutical schedules, charges, fees, deductibles, etc.) applicable to all other groups of represented employees and to all groups of non-represented employees by Ordinance under the health and dental insurance programs; however, the City is not financially obligated to absorb any cost which would result from administrative program changes, cost containment measures, or other uniform changes, as such changes or measures would be mandated by the Ohio Department of Insurance to be made by insurance carriers or their agents, and over which the City has no control.

Should any other uniform administrative program changes, cost containment measures, or other changes be made (including but not limited to changes or measures required by the Affordable Care Act), the City shall enter into discussion with the Lodge to discuss any such changes or measures which substantially impact the cost of a benefit or benefits to members.

D. The City may, at its discretion, change insurance carriers for the purpose of providing substantially the same level of benefits to bargaining unit members, or to effect cost containment measures which permit the continuation of such level of benefits; however, such action shall not result in a cost to members for such insurance programs.

E. The City shall not be liable for premiums or other charges for the benefit of a member removed for disciplinary reasons.

F. It is understood that the City may offer a Health Savings Account as an option to members covered by this Agreement, subject to the same terms and conditions and eligibility requirements as are offered to other employees of the City.

ARTICLE 26
PHYSICAL FITNESS HEALTH

Section 26.1. Examination. The City will provide each member with a physical examination once every three (3) years. The location and content of the physical exam will be determined by the Chief of Police. If it becomes necessary to alter the location and/or content of the physical exam, the Lodge will be notified of the reasons for the change. The City will receive a written report from the attending physician regarding the results of the examination. The City will observe the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if and to the extent it applies, in the handling of the examination reports.

Section 26.2. Physical Fitness and Health Program. A physical fitness testing program ("program") is established subject to the following terms and conditions. A member's participation in this program shall be voluntary and optional. No discipline shall be imposed should a member either participate or not participate in the program.

A. The program shall consist of four (4) events: (1) number of pushups in one minute; (2) number of sit-ups in one minute; (3) body composition testing using skin fold calipers; and (4) a 1.5 mile run.

B. These tests will be scored using published standards compiled from the Cooper Institute for Aerobic Research. Each member will be given a score for each event which will be expressed as a performance percentage comparing the member's results to nationwide averages of all others in the member's respective age and sex categories. For purposes of scoring, the four (4) percentage numbers will be averaged together. The member's final score constitutes the average of the four (4) test results expressed as a percentage number.

C. 1. During the calendar year in which a member first participates in the program, the member shall receive $100.00 for his or her participation and good faith establishment of his or her base score.

2. For calendar year 2010 – 2011 (or during any calendar year after a member first participates and establishes a base score):

a. If a member has a final score of at least 45% and shows a 3 percentage point or greater improvement over his or her previous year's score, the member shall receive $150.00. This percentage increases to 50% in 2012.

b. If a member has a final score of at least 75%, regardless of whether any percentage improvement is shown over his or her previous year's score, the member shall receive $200.00. This percentage increases to 80% in 2012.

c. If 84% or more of eligible members participate in the program, and an average score of 60% (61% in 2011 and 63% in 2012) or greater is achieved by the group of members who participate, then each member of the group who scored greater than 35% but less than 60% shall receive $100.00 and each member with a score of 60% or greater shall receive $150.00, which incentive shall be in addition to the monetary incentives set forth in paragraphs (2)(a) and (2)(b) above. "Eligible" members are defined as those members who are not on any extended leave which would make their participation in the program impracticable. In 2012, the percentage of range changes to 40% to 65% to receive $100 and a score greater than 65% to receive $150.00. At the end of 2010, an evaluation of the program will be completed. If the group percentage is 54% or less, then adjustments to the group percentage will be made by reducing the group percentage by 50% of the difference between the group percentage achieved and the 2011 and 2012 group average scores.

d. In addition to the monetary incentives set forth above, a member who has a final individual score of at least 85% will receive a Certificate of Commendation and a ribbon, as determined by the Chief, to wear on his or her uniform.

E. If a member is on approved injury or sick leave on his or her assigned testing date, the member will be given one opportunity to make up the test at a later date and time. The Chief, at his or her discretion, also has the authority to order a makeup test to correct any errors resulting from incorrect testing procedures.

F. The physical fitness testing shall be conducted by members who have successfully completed OPOTA's "Police Fitness Coordinator" or "Physical Fitness Specialist" certifications.

ARTICLE 27
MISCELLANEOUS ECONOMIC PROVISIONS

Section 27.1. Personal Expenses. A member, whenever authorized by the Chief and the City Manager to engage in official city business, may be reimbursed for all or part of such necessary incurred expenses as set forth in the Personnel Rules Governing City of Upper Arlington Employees, as hereinafter amended.

ARTICLE 28
ATTENDANCE

Section 28.1. Absence Without Leave. A member who intends to be absent from duty without pay shall report the reason therefore to his supervisor prior to the date of absence, when possible, and in no case later than two (2) hours prior to his or her scheduled time to report for duty. All unauthorized and unreported absences shall be considered absence without leave. Such unauthorized absence may be grounds for disciplinary action.

Section 28.2. Loss of Compensation for Absence. No member shall be paid for any period of absence without leave. Further, the member shall not accrue sick leave or vacation leave for the period of absence.

Section 28.3. Attendance Record. The Chief of Police shall keep an attendance record of members of the bargaining unit. Member attendance records shall be filed with the Finance Director.

ARTICLE 29
SUBSTANCE ABUSE AND TESTING

Section 29.1. Purpose. The City and the Lodge recognize that the ability of a member to properly perform his or her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive members of the Division of Police, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose

of the Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

A. dealing with incidents of substance abuse which present a reasonable likelihood of significant risk to members; the general public, or other employees of the City;

B. providing assistance to a member with drug or alcohol dependency problems; and

C. disciplining a member whose satisfactory work performance is adversely affected by substance abuse.

Section 29.2. Responsibility. Although it is the responsibility of every member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose a reasonable likelihood of significant risk to the public safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

Section 29.3. Definitions. The following definitions shall govern this Article:

A. "Under the influence" means that the member is adversely affected in the satisfactory performance of his or her duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol.

B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.

C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and prescribed drugs not being used for prescribed purpose.

D. "Reasonable belief" is an articulated belief that a member is using illegal drugs or misusing alcohol such that the member's satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the member, and reasonable inferences therefrom. Reasonable belief may be based upon a member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

Section 29.4. Prohibited Conduct. For purposes of this Article, a member shall not, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

A. Report to duty, remain on duty, or perform his/her duties under the influence of alcohol;

B. Report to duty, remain on duty or perform his/her duties while being under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot satisfactorily perform his or her assigned duties; or

C. Unlawfully use, sell, purchase, transfer or possess alcohol or an illegal drug.

Section 29.5. Reasonable Belief Testing. A member shall be tested for alcohol or illegal drug use where a trained supervisor has reasonable belief that the member's satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs in the member's body in violation of Section 4.

Where a member has been ordered to undergo reasonable belief testing, he or she shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the member shall be returned to assigned duties.

A member's refusal or failure, when ordered, to timely submit to testing permitted under this Article may subject a member to discipline, including discharge. By taking a test, a member does not waive any objection or challenge he or she may possess. Within twenty-four (24) hours of the time the member is ordered to submit to a test, the City shall provide the member with a written notice setting forth the information and observations which form the basis of the order.

Section 29.6. Testing Determination. Upon determining that a member must submit to a reasonable belief test for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The member and the Lodge Representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. If the supervisor determines that a test shall be given, testing shall be made immediately after discussion with the member and the Lodge Representative, if available, but no more than one hundred and twenty (120) minutes after the reasonable belief determination has been made, whichever is sooner. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

The fact that a member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable belief to believe that the member's satisfactory work performance has been adversely affected by the presence of such a legal drug; provided, however, that the ultimate disposition of the matter shall take such fact into consideration.

Section 29.7. Collection Site/Laboratory.

A. Both the collection site and laboratory performing testing under this Article shall be mutually selected by the City and the Lodge and shall be certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs."

B. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall be provided in writing to the member subject to testing and, upon request, to the Lodge Representative.

C. For drug testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for

maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of such testing shall be maintained by the collection site for review by the member and/or Lodge Representative. The breath testing device shall meet standards commonly used in the private sector for such testing.

D. The City shall pay all costs associated with testing, except that any cost for testing of a split sample is the responsibility of the member.

Section 29.8. Testing Procedure.

A. For alcohol testing, the member shall be first given a breath test, at the collection site, followed by a confirmatory urine test only where the breath test reveals an initial positive alcohol level of .04 grams per 210 l. of breath. If the initial breath test results are below this level, testing shall be discontinued; if confirmatory urine tests results are below a level equivalent to .04 grams per 210 l. of breath, the confirmatory test shall be considered negative.

B. For drug testing, urine samples shall be provided.

C. Individual privacy shall be afforded to a member in the collection of urine samples, provided that the collection site may impose stringent specimen alteration and/or substitution procedures.

D. With regard to drug testing, where the member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the member at the testing site, and without ever leaving his or her sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers which shall be each sealed and labeled and then initialed by the member. The samples shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The sample within the second container shall be stored at the test collection site.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the chief will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods, and the confirmatory test shall be accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS). If the test results from the confirmatory test are negative, the City will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the member will be contacted directly by a Medical Review Officer (M.R.O.) and will be given the opportunity to explain the reasons for a positive test result. Should the member offer an explanation that in the

judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the City will be so advised and the testing procedure will be concluded.

E. With regard to drug tests, if the test results are positive, and the member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, the Assistant City Manager shall be notified and the Assistant City Manager shall in turn contact the member and the Chief. The City will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the member's choosing, at the member's own expense, providing the member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement. If the member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the member requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

F. The City shall provide each member tested with a copy of all information and reports from the collection site and laboratory in connection with the testing and results.

G. The M.R.O. shall maintain his or her office in Franklin County, Ohio or an adjoining County.

Section 29.9. Voluntary Request for Assistance. A member may voluntarily enter treatment without a requirement of prior testing. A member who voluntarily seeks assistance for a substance abuse problem before being required to submit to a reasonable belief test shall not be subject to discipline.

Section 29.10. Discipline/Rehabilitation Options. Where a member has been ordered to undergo testing and the test results are positive as specified in Section 29.8, the City may, depending upon individual circumstances, discipline the member and/or offer the member the opportunity for rehabilitation (treatment). Any discipline shall be for just cause and shall take into account all facts and circumstances, including the member's desire for and/or progress in treatment, and the member's work record.

With the exception of a positive test for use of a controlled substance, the use or possession of which in any amount would constitute a felony, and notwithstanding the above paragraph, any discipline to be imposed for a first violation of Section 29.4 shall be held in abeyance pending completion by the member of a treatment program. If the member successfully completes a treatment program and is not further disciplined for substance abuse for thirty-six (36) months following the date upon which the member was tested, the discipline shall be withdrawn and the initial charge dismissed. However, a member may be disciplined for any misconduct which may be coincident with a member's violation of Section 29.4.

A member serving his or her initial probationary period may be discharged, without referral to a treatment program, at the sole discretion of the City.

Section 29.11. Referral to Treatment. Where the member is offered the option for treatment under Section 29.10, and the member accepts this referral, the member must:

A. agree to cooperate in and successfully complete appropriate treatment as determined by the substance abuse professional(s) or physician(s) involved;

B. discontinue use of illegal drugs or misuse of legal drugs or alcohol;

C. agree to authorize persons involved in counseling, diagnosis and treating the member to disclose to the City the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment, and any threat to property or safety perceived in connection with the member's continued performance of his or her job duties;

D. complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and,

E. agree to submit to random testing during treatment and up to three (3) times during the twelve (12) month period following the completion of counseling, treatment and/or after-care.

Members who do not agree to act or who do not act in accordance with the foregoing may be subject to discipline, up to and including discharge.

Section 29.12. Right of Appeal. The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this contract is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this Article, or in violation of the procedures required by this Article shall not be used to support disciplinary action involving the member. Minor or trivial violations that do not affect the integrity or reliability of the testing process shall not invalidate the testing results.

Section 29.13. Treatment Costs. Treatment costs arising out of the member's use of such services shall be paid for by the member's insurance program, subject to any deductible, co-payment and coverage limits under the member's insurance program. Members will be allowed to use any paid leave (including vacation, sick leave or holiday leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

Section 29.14. Confidentiality. All testing and actions taken under or pursuant to this Article shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this Agreement relative to disciplinary action taken against a member.

Section 29.15. Other Laws. This Article is in no way intended to supersede or waive any rights that a member may be entitled to under federal or state constitutions or any applicable law. Any action taken pursuant to this Article shall not be used as evidence or otherwise in any criminal proceeding against a member.

ARTICLE 30
ENTIRE AGREEMENT

Section 30.1. Provisions. This Contract contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation or provisions made prior to the execution hereof and not set forth herein.

ARTICLE 31
DURATION

Section 31.1. Duration. This Agreement shall be effective January 1, 2016 and shall continue in full force and effect until December 31, 2018.

SIGNATURE PAGE

IN WITNESS WHEREOF, the authorized representatives of the parties have signed this Agreement as of this 5th day of Nov 2015.

FOR THE CITY:

City Manager

Chief of Police

APPROVED AS TO FORM:

City Attorney

FOR THE UNION:

Lodge President

FOP Team Member 1296

FOP Team Member 1076

FOP Team Member #1077

FOP Team Member #1080

FOP Team Member #1371

Lodge Liaison

APPENDIX A

The following is a list of degree programs that have been approved for tuition reimbursement per Section 16.8. These programs include Associate, Bachelor, Masters, and Doctorate degrees except where designated.

Criminal Justice/Law Enforcement
Organizational Leadership & Management
Computer Sciences (up to a Bachelors)
Common Foreign Languages (as approved by the Chief of Police)
Social Sciences (Psychology, Sociology, Criminology, etc.)
Public Relations
Accounting (Associates only)
Political Science
Physical Education (Associates only)
Public Administration
Legal Studies
Others as approved by Chief of Police

APPENDIX B

The workweek for Patrol Section Sergeants shall consist of 34 hours based upon four (4) consecutive eight and one-half (8½) hour workdays and two (2) consecutive days off, with workdays and hours being assigned by the Chief or his/her designate.

Regular work time is the first eight and one-half (8½) hours worked in a twenty-four (24) hour period. There shall be a period of fifteen and one half (15½) hours of time off on normal workdays, except as provided for overtime, for external/internal training sessions, for voluntary emergency assignments, and for voluntary assignment changes. If the fifteen and one-half (15½) hour period of time is utilized for the above purposes, the City shall preserve at least an eight and one-half (8½) hour period of time off on normal workdays.

Overtime shall be paid for hours worked in excess of eight and one-half (8½) hours in any workday or thirty-four hours (34) hours in any workweek and shall be compensated at a rate of one and one-half times his/her regular hourly rate. A supervisor, at the direction of the Chief, shall authorize all overtime. Notwithstanding the definition of "paid status" set forth in Section 18.1, any time taken by a Patrol Section Sergeant as sick leave shall not count toward "time worked" for purposes of calculating eligibility for overtime pay in any eight and one-half (8 ½) hour work day during which sick leave was used, or in any thirty-four (34) hour workweek.

The City shall defer the changes in overtime calculation that result from this Agreement in SERB Case No. 2012-MED-10-1363 and 1364 until the pay period starting on or about April 20, 2014.

Call-in pay as defined in Section 18.4 shall begin at 7:15 a.m. for Patrol Sergeants.

If a training session were to be a five day, forty hour session or a session of forty (40) hour multiples, then the work hours of the Patrol Section Sergeant attending the training session would be based upon an eight (8) hour day, forty (40) hour workweek as scheduled by the Chief or his/her designate.

When a Patrol Section Sergeant submits for holiday leave for an entire workday, only eight (8) hours will be deducted from the holiday leave bank. The holiday bank will be credited for the same amount of time as is set for all members in Article 19, Section 19.3.

Deductions from the vacation, compensatory time, and sick leave banks will be for the actual time used. Sick leave may be deducted in eight (8) hour blocks and the remaining one-half (½) hour may be taken out of another time bank. This section shall not interfere with any Wellness payment eligibility where the sick leave is used in eight-hour blocks.

The pay periods for the Patrol Section Sergeants will be based upon the actual number of hours worked during each pay period.

The Chief reserves the right to revert the Sergeants schedule back to an eight hour day, forty hour week, whenever there are two or more Sergeants off at the same time, causing significant

expenditure of overtime to cover supervisory needs. Two or more Sergeants off does not include scheduled time off for vacation, holidays, compensatory time, or normal sick leave usage. Two or more Sergeants off at the same time would include, but not be limited to, long term sick leave, injury leave, military leave, or special leave. Trade time may be necessary in order to approve leave requests.

APPENDIX C
FAMILY & MEDICAL LEAVE POLICY

STATEMENT OF POLICY

In accordance with the Family and Medical Leave Act (FMLA), the City of Upper Arlington will grant unpaid job protected leave to eligible employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

BASIC LEAVE

- The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12 (twelve) month period following the child's birth or placement with the employee); or

- In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or

- The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

MILITARY LEAVE

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member with a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list.

Employment as a law enforcement officer elsewhere shall not be permitted while an employee is on FMLA leave of absence from the City for their own medical condition.

During approved FMLA leave, the City will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

An employee shall be disqualified from bonuses or other achievement based on a job-related performance goal, such as attendance, when the employee has not met the goal because FMLA leave was taken.

COVERAGE AND ELIGIBILITY

A. To be eligible for family/medical leave an employee must:

1. Work at a worksite which has fifty (50) or more employees or be within seventy-five (75) miles of a worksite that has fifty (50) or more employees;

2. Have worked for the City for at least twelve (12) months; and

3. Have worked at least 1250 hours over the previous twelve (12) month period.

DEFINITIONS

A. "Twelve (12) Month Period" – means a twelve (12) month period measured forward from the employee's first FMLA leave request.

B. "Spouse" – does not include unmarried domestic partners. If both spouses work for the City, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.

C. "Child" – means a child either under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

D. "Continuing Treatment" – A regimen that includes, for example, a course of prescription medicine (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated with a visit to a health care provider.

E. "Covered Active Duty":

1. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of the law as referred to as Section 101(a)(13)(B).

F. "Covered Service Member":

1. A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

G. "Incapacity" – for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to serious health condition, treatment therefore, or recovery therefrom.

H. "Serious Health Condition" – means an illness, injury, impairment, or a physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care; or

2. Absence Plus Treatment

Any period of incapacity requiring absence from work for more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), and that also involves continuing treatment by a health care provider; or:

(a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic serious health condition which:

(a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity or more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

I. "Treatment" – includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

J. Serious Injury or Illness (Military Leave):

1. In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member

medically unfit to perform the duties of the member's office, grade, rank, or rating; and

2. in the case of a veteran who as a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described in paragraph (15)(B) of 29 U.S.C.A. §2611, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

K. "Veteran" – has the same meaning as in 38 U.S.C A. §101(2).

INTERMITTENT OR REDUCED LEAVE

A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary".

1. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Medical certification must be provided by the employee within fifteen (15) days after requested, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

2. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

3. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operation.

B. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the department's consent.

C. Leave due to qualifying exigencies may also be taken on an intermittent basis.

D. For eligible part-time employees and those who work variable hours, the FMLA leave entitlement is calculated on a prorated basis. A weekly average of the hours worked over the twelve (12) weeks prior to the beginning of the leave will be used for calculating the employee's normal workweek.

SUBSTITUTION OF PAID LEAVE

A. Employees may choose or the City may require an employee to substitute accrued paid leave (sick leave, vacation, personal leave, or comp time) for any part of a family/medical leave taken for any reason normal leave policies apply. If an employee uses paid leave time as part of their family/medical leave, it will be counted as part of the total twelve (12) weeks or twenty-six (26) weeks, whichever is permitted., under the FMLA eligibility requirements. The City reserves the right to designate any qualifying leave under this policy to family/medical leave counted toward the employee's job-protected FMLA leave during the twelve-month period. The City may so designate such leave of its own initiative and regardless of an employee's request to count leave toward the FMLA total.

B. When an employee has exhausted all accrued paid leave time for a portion of family/medical leave, the employee may request an additional period of unpaid leave which may be granted, provided that the total of paid and unpaid leave provided equals twelve (12) weeks, or twenty-six (26) weeks, whichever, is permitted under the FMLA eligibility leave requirements.

C. In order to use paid leave for FMLA leave, the employee must comply with the City's normal paid leave policies.

MEDICAL CERTIFICATION

A. For leaves taken because of the employee's or a covered family member's serious health condition or for military leave, the employee must submit a completed Department of Labor applicable certification form (available from the Department of Finance and Administrative Services) and return the certification to the Department of Finance and Administrative Services. Medical certification must be provided by the employee within fifteen (15) days after requested, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

B. The City may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

C. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

EFFECT ON BENEFITS

A. An employee granted a leave under this policy will continue to be covered under the City's group health insurance plan, life insurance plan and long-term disability plan (if applicable) under the same conditions as coverage would have been provided, if they had been continuously employed during the leave period.

B. Employee contributions will be required either through payroll deduction or by direct payment to the Department of Finance and Administrative Services. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.

C. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage.

D. If the City pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the City for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

E. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the City may seek reimbursement from the employee for the portion of the premiums paid by the City on behalf of the employee (also known as the employer contribution) during the period of leave. It shall be considered an unauthorized absence if the employee does not return from FMLA leave on the date the physician approved as the employee's "return to work" date.

F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave, intermittent or reduced leave schedule.

G. Wage Continuation and Worker's Compensation: If the employee is on FMLA leave as a result of an on-the-job accident and/or injury, the provisions of the Worker's Compensation laws shall apply and the leaves shall run concurrently.

JOB PROTECTION

A. If the employee returns to work within the applicable limitation of twelve (12) weeks for family/medical leave or twenty-six (26) weeks for military caregiver leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

C. If the employee fails to timely return following an approved FMLA leave or any other approved applicable leave, the employee may be reinstated to his/her same or similar

position at the City's discretion. While the City observes all applicable laws, employment may be terminated at that time or thereafter.

EMPLOYEE RESPONSIBILITIES

Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

CITY RESPONSIBILITES

The City shall inform employees whether the employee is eligible under FMLA. If the employee is eligible, the City's notice shall specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the City must provide a reason for the ineligibility.

The City shall inform the employee if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employee.

UNLAWFUL ACTS BY EMPLOYERS

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

SIDE LETTER

Reflecting
The Understanding of the City of Upper Arlington and
FOP, Capital City Lodge No. 9 with respect to the
Wellness Incentive Program that will be provided to Members

By their Collective Bargaining Agreement, the City and the FOP have agreed that, for the duration of thereof, the City will continue to provide wellness incentives that afford FOP bargaining unit members ("Members") with the opportunity to qualify for financial benefits based upon specific health and wellness criteria. By way of clarification of that agreement, the parties' understand and agree that (a) the amounts of such financial benefits for Members shall be no less (but may be greater than) the amounts that are being provided to employees in 2015; and, (b) any future increases in financial benefits provided to any other City employees or groups of represented employees will be applicable to Members.

In addition, it is understood that the health and wellness criteria listed on the attached page will remain part of the program, and the points / credits (i.e., relative value) for meeting all such criteria will remain the same. The total points available (in 2015) for meeting all of the listed criteria is 250 out of a total of 400 possible points; and, there are four levels of financial benefits that may be achieved under the program. For example, if a member currently meets all of the listed criteria, the 250 point credit associated with satisfying those criteria is valued at: 69.4% of the 360 points needed to achieve the highest ("platinum") level of financial benefits available in the wellness incentive program; and, 104% of the 240 points needed for the lowest ("bronze") level of financial benefits available in the program. Going forward, it is understood that the relative value of the listed criteria will be no less than the foregoing percentages for these (lowest and highest) levels of financial benefits, and there will continue to be at least two "middle" levels of financial benefits spaced between the lowest and highest levels . For example, regardless of any future modifications to the current 400-point "scoring" system, an employee who meets all of the listed criteria will achieve a score valued at no less than 104% of the lowest level of financial benefit.

Nothing herein precludes the City from adding or modifying health and wellness criteria or incentives (*other* than those listed on the attached page) by which employees may obtain points / credits toward earning financial benefits under the program.

For FOP, Capital City Lodge No. 9:

Jason Pappas, President

11/5/15
Date

For the City of Upper Arlington:

Ted Staton, City Manager

10-20-15
Date

Approved as to form

City Attorney

HEALTH AND WELLNESS INCENTIVES

(Criteria continuing for the duration of the 2016-2018 Collective Bargaining Agreement)

■ Body Fat Measurement	Males=25% or lower / Females=30% or lower
■ Dental Cleaning	
■ Mammography/Pap/PSA Exam	
■ Physical Exam	
■ Cholesterol	200mL/dL or lower (or other approved)
■ Glucose	100mL/dL or lower (or other approved)
■ Triglycerides	150 or below
■ Blood Pressure	Systolic: 140 or less / Diastolic: 90 or less (or other approved)
■ Vision Screening	
■ Flu Shot	

Approved as to form

City Attorney

SIDE LETTER

Reflecting The Agreement of the
City of Upper Arlington and FOP, Capital City Lodge No. 9
With Respect to Payment of a Signing Bonus
Upon the Parties' Approval of the Collective Bargaining Agreement

It is agreed that, in consideration for the terms of the parties' tentative agreement for a successor collective bargaining agreement, and in recognition of the efficient and collaborative manner by which the parties have been able to reach that tentative agreement, FOP bargaining unit members ("Members") shall receive a one-time payment in the amount of two hundred seventy-five dollars ($275.00) after the City and the FOP have formally approved and accepted the terms of the tentative agreement. The signing bonus shall be included in their wages no later than November 20, 2015.

For FOP, Capital City Lodge No. 9:

Jason Pappas, President

11/5/15
Date

For the City of Upper Arlington:

Ted Staton, City Manager

10-20-15
Date

Approved as to form
City Attorney